

# **ATB Financial**

# **World Elite®**

# **Mastercard®**

**Cardholder Agreement,  
Terms and Conditions,  
and Coverages**



**ATB Financial**

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# The premium, full-flex, all-inclusive Mastercard

Your ATB Financial World Elite Mastercard is simple, transparent and flexible—and very rewarding. You'll earn 1.5% back from every purchase—no tiers, no limits, no tricky calculations, no need to choose between a cash back or travel card. You get to choose how to reward yourself—cash back, travel or merchandise—and you can change your mind anytime.



# Cardholder Agreement

Everything you wanted to know (and more) about your new ATB Financial World Elite Mastercard can be found in the following pages. We realize that this information has been crafted by our legal team—and covers every detail imaginable—so if you require any explanation or have any questions, don't hesitate to call us at **1-888-282-5678**.

# **ATB Financial Mastercard® PERSONAL CARDHOLDER AGREEMENT (“AGREEMENT”)**

Effective November 1, 2016

## **1. INTRODUCTION**

### **1.1. Definitions**

In this Agreement, the words:

**ATB** means Alberta Treasury Branches, operating as ATB Financial®.

**Authorized User** means a person to whom a Card has been issued under the Card Account at the request or authorization of a Primary Cardholder.

**Billing Period** means, for a particular Statement, the period ending on the Statement Date shown on that Statement and beginning the day after the Statement Date of the previous Statement.

**Card** means the ATB Financial Mastercard card issued by ATB pursuant to license by Mastercard International Inc., and any additional or replacement cards which may be issued to you from time to time including, without limitation, any device deemed to be an ATB Financial Mastercard card which you can use to incur charges on the Card Account.

**Cardholder** means each Primary Cardholder and each Authorized User.

**Card Account** means the ATB Financial Mastercard account that we have opened for and in the name of the Primary Cardholder(s).

**Card Carrier** means the document accompanying the Card when we issue it to a Cardholder that discloses important information regarding the Card Account.

**Cash Advance** means an advance of cash (if authorized) obtained through use of, or in connection with, a Card or a Cheque including cash withdrawals from an automated banking machine and cash-like transactions such as balance transfers, money orders, wire transfers, traveler's cheques and gambling transactions (including betting, off track betting, race track wagers, casino gaming chips and lottery tickets).

**Charges** means all amounts posted or charged to the Card Account with or in connection with a Card, or Cheque or both, or in connection with a Cash Advance, including but not limited to all amounts posted or charged in connection with the purchase price of goods and services, all costs, fees, service charges and any other amounts payable under this Agreement and under the Rate and Fee Schedule.

**Cheque** means a Mastercard Cheque issued to you at your request to access the Card Account.

**Debt** means all obligations, indebtedness and liabilities of any kind whatsoever which any Cardholder incurs under this Agreement or under the Rate and Fee Schedule or in connection with the use of any Card or the Card Account, including without limitation, all Charges posted to the Card Account and all interest accruing or owing thereon.

**Primary Cardholder** means each person who applied for the Card, who is liable to repay the Debt and in whose name the Card Account has been opened.

**Purchases** mean goods or services (or both) obtained by a Cardholder from any merchant honouring the Card.

**Rate and Fee Schedule** means the ATB Financial Mastercard Disclosure Statement and Rate and Fee Schedule that is sent with the Card when we issue the Card. The Rate and Fee Schedule forms part of this Agreement and may be amended from time to time by ATB. A copy of the Rate and Fee Schedule is provided with each Card and can also be obtained by calling 1-888-282-5678.

**Security Credential** includes a PIN, password or other Cardholder security credential.

**We, our, and us** refer to ATB.

**You, your or yours** means each Cardholder. If this includes more than one person or entity, "you" means each one of you.

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms used in this Agreement and not defined above are defined elsewhere in this Agreement.

## **1.2. General Terms**

You agree to, and are bound by, all of the terms and conditions of this Agreement if:

- a) you retain a Card after receipt of this Agreement; or
- b) if a Card is accepted, used or allowed to be used in any manner; or
- c) if the Card Account is used.

If you do not want to be bound by this Agreement (and provided none of the actions set out in a), b) or c) has occurred), all Cards must be immediately cut through the magnetic stripe (and if the Card has a chip, must also be cut through the chip) or otherwise destroyed and returned to us at ATB Financial Mastercard, P.O. Box 21063, Calgary, Alberta, T2P 4H5.

If applicable, this Agreement replaces any Agreement that we previously provided to you for the Card Account, your Card or a

Cheque. However, the promises you made and consents you gave in your application for the Card continue to apply.

All Cardholders are bound by this Agreement except that only Primary Cardholders are liable to repay the Debt to ATB, including all Debt incurred by any Authorized User. If there is more than one Primary Cardholder, each Primary Cardholder is jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to repay the Debt to ATB, including all Debt incurred by any Authorized User.

## **2. ACCOUNTS AND CARD ISSUANCE**

### **2.1. Account Opening and Card Issuance**

Subject to the terms of this Agreement, we will open a Card Account in the name(s) of the Primary Cardholder(s). We will lend money to the Primary Cardholder(s) by way of Charges to the Card Account, including, without limitation, those Charges made by an Authorized User, in accordance with the terms of this Agreement.

To access the Card Account, we will issue a Card to you and, at your request, Cheques.

Charges incurred with a Card, or otherwise by using the Card Account by each Cardholder will be charged to the Card Account and will be Debt for which each Primary Cardholder shall be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to repay to ATB. **This means that each Primary Cardholder is responsible for all amounts owing to ATB on the Card Account, including, without limitation, Charges incurred by any Authorized User, regardless of which Cardholder incurred the charge.**

Unless we receive prior instructions from any Primary Cardholder to the contrary, we will issue renewal and replacement Cards to each Cardholder prior to the expiry date indicated on the Card last issued to them. An Authorized User may instruct us not to issue or renew his or her own Card but may not provide instructions regarding any other Cardholder's Cards.

### **2.2. Authority and Instructions**

At our sole discretion, we may take instructions from any Primary Cardholder without the approval of any other Cardholder and we may treat each Primary Cardholder as a designated agent for the other. If we permit, any Primary Cardholder may authorize additional Cards to be issued to additional Cardholders or the closure of the Card Account without notice to any other Cardholder. We may limit the number of Cards issued on the Card Account.

### **2.3. Credit Limit**

At or near the time the Card Account is opened, ATB will advise on the Card Carrier of the maximum aggregate amount of Debt that may remain outstanding at any time in the Card Account. This

amount will be the Credit Limit for the Card Account. The Credit Limit is shared among all Cards issued on the Card Account.

If a Primary Cardholder has consented, we may increase the Credit Limit. The Primary Cardholder(s) may request ATB to change the Credit Limit at any time; however, we are not required to do so. You acknowledge that we may decrease the Credit Limit at any time and for any reason (whether you are in default or not) without notice to you.

The current Credit Limit is shown on each monthly Statement.

We may also limit the portion of your Credit Limit that may be used for Cash Advances. If you have reached the limit we have set for Cash Advances, we may, at our discretion, not allow you to draw further Cash Advances until you make payments that, in accordance with the manner in which we apply payments under this Agreement, reduce the portion of the outstanding Debt that relates to Cash Advances. You may also have a daily limit for Cash Advances that may be withdrawn from an automated banking machine. These limits may be adjusted from time to time by us without notice to you.

Merchants may require that certain Purchases be pre-authorized. In such case, your available credit will decrease by the pre-authorized amount, regardless of whether you receive goods or services at that time.

Cards must not be used in a manner which would cause the unpaid balance of the Card Account to exceed, at any time, the authorized Credit Limit of the Card Account in effect at such time, unless we or our authorized agent approve the particular transaction. Although we are not required to, if we have permitted you to exceed the authorized Credit Limit of the Card Account, the Primary Cardholder(s) must pay on demand the amount that exceeds the Credit Limit and any over limit fee we may charge. The Primary Cardholder(s) remains liable for all Debt whether or not it exceeds the Credit Limit.

## **2.4. Security Credentials**

ATB may issue you Security Credentials or provide other Card Account Information to enable you to use the Card issued to you to make Purchases and obtain Cash Advances on the Card Account in accordance with this Agreement.

At or near the time the Card Account is opened, a Primary Cardholder must advise us of the password to assign to the Card Account (the Account Password). We may, at our discretion, issue a separate password to any Cardholder (each a Cardholder Password), which will enable each Cardholder to access the Card Account as is permitted under this Agreement.

ATB will also provide you with information on how to change your PIN and/or other Security Credentials and will provide the Primary Cardholder(s) with information on how to change the Password. You may, from time to time, change the PIN and/or other Security Credentials applicable to your Card and the

Primary Cardholder(s) may, from time to time, change the Account Password or a Cardholder Password, in either case, upon notice to us and in accordance with our procedures as then in effect; however, such change will only be effective once it has been inputted into our or our agent's systems.

## **2.5. Care and Control of Card Information, PIN, Password and other Security Credentials**

Protecting the security of the Card and Card Account is very important. Each Cardholder is responsible for the care and control of the Card, Card number, three-digit security code, Security Credentials and other Card Account information. Subject to paragraph 7.2 below, if someone uses your Card or Card Account Security Credentials and other Card Account information, to obtain the benefits of your Card, the Primary Cardholder(s) will be fully responsible for all Debt incurred in connection with such use (whether or not such Debt was incurred by you) and you release us from any claim or liability whatsoever that you may have against us or them with respect to the use of that Security Credential.

You agree to take the following safeguards in securing your Card and Card Account:

- Keep your Security Credentials strictly confidential;
- Keep your Security Credentials, and other Card Account information separate from your Card at all times;
- Select a Security Credential that is not easily determined by others (a Security Credential based upon a birthday, phone number, social insurance number, address, etc. must not be used); and
- Take reasonable steps to ensure that no unauthorized persons know your Security Credentials, Card Number, three-digit security code, and other Card Account information including when you key in your PIN or provide password(s).

## **2.6. Cheques**

At your request, ATB may provide Cheques to you which can be used to draw against the Card Account. You must ensure that the Cheques are kept in a secure location and shall immediately notify ATB if the Cheques are lost or stolen. Each amount drawn against the Card Account by using a Cheque will be treated as a Cash Advance.

A stop payment on a Cheque is not permitted. ATB reserves the right to refuse to honour any Cheque and to refuse any request to provide Cheques at any time. All unused Cheques shall be returned to ATB upon demand.

### **3. CHARGES, INTEREST AND FEES**

#### **3.1. Use of Card**

Prior to the expiry date embossed on the Card, you may use the Card and Cheques, as applicable, to charge to the Card Account:

- the amount of all Purchases made using the Card Account; or
- a Cash Advance.

If you make a bill payment from your Card Account at an ATB Branch or using a Cheque, or if permitted by ATB, at an ABM or via ATB's online service, such payment will be treated as a Cash Advance. Bill payments made by pre-authorized charges to your Card Account or via a merchant's website on the Internet will be treated as Purchases.

Cards may be used either by a Cardholder presenting the Card to a merchant, or without physical presentation of the Card to a merchant (such as by mail order, internet, telephone or any other electronic means) and in any such case, the Cardholder will be deemed to have entered into the transaction as if the Cardholder physically presented the Card.

ATB will record all transactions (Purchases and Cash Advances) related to the use of, or in connection with, a Card or Cheque, or both, as well as all applicable interest, service charges, fees, credits, and adjustments relating to such Card or Cheque on the Card Account. **All transactions posted to the Card Account, other than payments, credits and certain adjustments, shall constitute a charge to the Card Account.**

Goods or services which have been obtained with the Card may not be returned for a cash refund.

A Card must only be used by the Cardholder in whose name it has been issued. You agree that each transaction made on the Card Account will be only for personal purposes. The Card must not be used for any illegal, improper or unlawful purpose. **ATB reserves the right to refuse authorizations for any transactions from time to time without advance notice if we suspect unauthorized or improper use of the Card or Card Account.**

#### **3.2. Interest Grace Period and Interest Charges**

##### **3.2.1. Interest Grace Period**

Interest accrues on Purchases, Cash Advances and fees from (and including) the date each such Charge is posted to the Card Account. If the entire balance on a particular Statement is paid by the payment due date shown on that Statement (**Payment Due Date**) ATB will waive the interest charges on those Purchases and fees (other than fees associated with Cash Advances) which appear on that Statement for the first time. However, if the entire balance of a Statement is not paid by the Payment Due Date for that Statement, interest on Purchases and fees will not be waived and will be charged from (and including) the date each Purchase transaction or fee is posted to the Card Account.

Interest is never waived for transactions which are Cash Advances (including Cheques and Balance Transfers) or their associated fees.

### **3.2.2. Interest**

In this Agreement **New Balance** means the total of any previously billed Charges (including all accrued interest thereon) that are shown as a “previous balance” on the Statement, plus the total of any new Charges on the Statement including Cash Advances, Cheques, Purchases, interest charges, fees and any other new Charges on the Statement that have not been previously billed.

Interest will be charged as follows:

- a)** if you pay in full by the Payment Due Date the entire New Balance shown on your Statement, interest will be charged only on:
  - (i)** Cash Advances (including Cheques and Balance Transfers) and their associated fees from (and including) the date the Cash Advance is recorded on the Card Account (as indicated by the post date on the Statement); and
  - (ii)** all other Charges (including all accrued interest thereon) shown on the Statement which also appeared on the previous Statement,

and in both (i) and (ii) above will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary even after we have obtained judgement.

- b)** if you do not pay in full by the Payment Due Date the entire New Balance shown on your Statement, interest will be charged on:
  - (i)** Cash Advances (including Cheques and Balance Transfers) and their associated fees, in the same manner as set out in 3.2.2(a)(i) above;
  - (ii)** Purchases, fees other than fees associated with Cash Advances, and other charges which appear on your Statement for the first time from (and including) the date each transaction or amount is recorded on the Card Account (as indicated by the post date on the Statement); and
  - (iii)** all other Charges (including all accrued interest thereon) shown on the Statement,

and in all circumstances, will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary even after we have obtained judgement.

Interest is calculated daily by:

- a)** multiplying the total daily interest bearing balance comprised of Purchases, fees other than fees associated with Cash Advances,

and charges on the Card Account at the end of each day by the annual rate of interest for Purchases in effect for that day and dividing that by the actual number of days in a year; and

- b)** multiplying the total daily interest bearing balance comprised of Cash Advances, Balance Transfers and Cheques, and their associated fees, on the Card Account at the end of each day by the annual rate of interest for Cash Advances in effect for that day and dividing that by the actual number of days in a year.

For each Statement, to determine the amount of interest owing we add together all of the interest charges for each day in the Billing Period in respect of that Statement, calculated as set out above. Although interest is calculated daily, it is only added to your Charges as of each Statement Date at the applicable rate depending on the type of transaction.

The initial annual interest rates that will be used to calculate the interest charges under this Agreement will be the rates shown on the Card Carrier and in the Rate and Fee Schedule. We explain in the next section how your annual interest rate may change. The current annual interest rates will be disclosed on each Statement and in the current version of the Rate and Fee Schedule.

Where you do not pay the entire New Balance in full by the Payment Due Date, interest will be compounded monthly on the Statement Date. This means that the amount of any outstanding unpaid interest will be added to your Charges and will accrue interest at the rate and in the manner applicable to the Charges in respect of which it was incurred.

### **3.2.3. Changes to Interest Rate**

The annual interest rates that apply to the Card Account may change from time to time in accordance with this Agreement and as described in the Rate and Fee Schedule. As described in the Rate and Fee Schedule, the applicable annual interest rates that apply to the Card Account (for Purchases and Cash Advances) may increase from a preferred rate to a standard rate (if applicable), or from a standard rate to a default rate, if you do not pay at least the Minimum Balance Due by the Payment Due Date shown on your Statement. In such case, the increased annual interest rate shown in the Rate and Fee Schedule will apply until you have paid at least the Minimum Balance Due by the Payment Due Date for the required number of Billing Periods indicated in the Rate and Fee Schedule.

We may make changes to the standard, preferred or default interest rates that apply to the Card Account at any time. We will provide you advance notification of any interest rate changes if required by law.

Notwithstanding any other provision of this Agreement, if the annual interest rate that applies to the Card Account is based upon ATB's prime lending rate then:

- a)** the annual interest rate that applies to the Card Account will change automatically without prior notice upon a change to ATB's prime lending rate; and

- b) such change will be effective on the first day of the Billing Period during which the change to ATB's prime lending rate occurred.

### **3.3. Charges Made in Foreign Currency**

All amounts owed to ATB under this Agreement must be paid in Canadian currency, unless your Card Account is a US Dollar Mastercard in which case all amounts must be paid in USD (as defined below).

All Purchases and Cash Advances (except Cheques) made in a currency other than Canadian dollars effected through the use of a Card will be converted into Canadian dollars, before they are recorded on the Card Account. The currency will be converted based upon the conversion rate set by Mastercard International Inc. (MCI) at the time the foreign transaction is presented for payment to MCI. In addition, a foreign currency conversion fee set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount for both Purchases and Cash Advances. Additionally, for Cash Advances, cash advance fees (as disclosed in the Rate and Fee Schedule), will be charged to the Card Account and will be displayed separately on the Statement.

If you receive a credit to the Card Account for a Purchase made in a foreign currency, before it is recorded on the Card Account, it will be converted into Canadian dollars based upon the conversion rate set by MCI at the time the foreign transaction is presented to us for payment by MCI. In addition, a foreign currency conversion fee as disclosed in the Rate and Fee Schedule will be charged by us on the converted amount.

In either case, the conversion rate that is used when the transaction is posted to the Card Account may be different than the conversion rate in effect on the date of the transaction or credit. As a result, for a credit transaction made in respect of a prior related foreign transaction, the Canadian dollar amount that is credited to the Card Account may not be the same as the Canadian dollar amount that was originally posted to the Card Account. In addition, the conversion rate disclosed on the Statement on the date the transaction is posted to the Card Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.

The rate (which shall include both the conversion rate and ATB's foreign currency conversion fee) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Card Account will be disclosed on the Statement for the period in which the foreign currency transaction was conducted.

If you use a Cheque to draw against the Card Account denominated in a currency other than Canadian, we will convert the currency into Canadian dollars, before the transaction is posted on the Card Account, based upon the conversion rate set by us at the time the Cheque is posted to the Card Account. In

addition, a foreign currency conversion fee set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount.

For US Dollar Mastercard, all Charges will be posted in currency of the United States of America (USD) and conversion of Charges (as well as credits) not incurred in USD will apply as above, including the addition of a foreign currency conversion fee, except that they will be converted into USD.

### **3.4. Pre-authorized Payments**

Each Primary Cardholder will be responsible for all pre-authorized payments charged to the Card Account, including pre-authorized payments charged to the Card Account by any Authorized User and including pre-authorized payments charged to the Card Account after this Agreement has ended, a Card is cancelled or your Card Account is closed. If a Card is cancelled or your Card Account is closed, you must notify any merchants who have authorization to charge transactions to the Card Account of the Card cancellation or account closure. Although a Card may be cancelled or a Card Account may be closed, each Primary Cardholder will continue to be liable for any pre-authorized payment arrangements which may still be charged to the Card Account. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Card Account and review your Statements to determine if the pre-authorized payments have in fact been discontinued. Depending on your agreement with the merchant, we may not, however, be able to discontinue the pre-authorized payments.

### **3.5. Other Charges**

The Primary Cardholder(s) must pay all fees that apply to the Card Account as set out in this Agreement, including in the Rate and Fee Schedule. We may change the fees that apply to the Card Account at any time. We will provide you advance notification of any fee changes if required by law.

### **3.6 Balance Transfers**

A balance transfer (a **Balance Transfer**) occurs if we have approved the transfer to your Card Account of all or part of an outstanding balance owing by you on a credit, charge account or loan with another credit card issuer, creditor, or financial institution designated by you (the **Payee**). Balance Transfers are subject to your available Credit Limit. If a Balance Transfer exceeds your available credit, it may not be processed. You cannot instruct a stop payment on a Balance Transfer.

A Balance Transfer is charged to your Card Account as a Cash Advance and is subject to interest at your current Cash Advance annual interest rate from (and including) the date the amount is recorded on the Card Account (as indicated by the post date on the Statement) and any applicable fees indicated in the Rate and Fee Schedule.

You can request a Balance Transfer by calling us or through ATB's online service. You can also request Cheques for use with Balance Transfers and then make a Balance Transfer by using one of those Cheques. If a Primary Cardholder or Authorized User asks us to make a Balance Transfer, you authorize us to verify the status and balance of such other account. We will process Balance Transfers within 3 to 5 business days of the request being received; however we cannot control when the Payee will credit your account with them (that is, your account with whom you have the outstanding debt). You will still be responsible for paying any amounts you owe to the Payee both before and after we add the Balance Transfer to your Card Account. We are not responsible for any charges that may be imposed by the Payee as a result of paying the Balance Transfer on your behalf, any delays with respect to paying the Balance Transfer or for any other matters related to such other account with the Payee.

### **3.7 Promotional Offers**

From time to time we may offer annual interest rates at a reduced rate for a temporary period of time and applicable to some of the balances (such as Cash Advances) on your Card Account. We will explain the terms and conditions of any such promotional offers at the time that we make such offers available to you. If you accept that promotional offer by taking the required steps, then you agree that the terms of this Agreement still apply to that offer, except to the extent modified by the terms and conditions of the promotional offer.

When you use a Cheque or request a Balance Transfer to take advantage of a promotional offer, you will be charged up to 2% of the amount of each Balance Transfer and each Cheque that you write (this fee does not apply to a Balance Transfer that you requested at the time of your application). The fee will be charged to you at the same time that the Balance Transfer or Cheque is posted to your Card Account.

When the term of the promotional offer ends, or if you do not comply with (i) the terms of the promotional offer; or (ii) any of your payment obligations under this Agreement, you will lose the benefit of the promotional offer and the accompanying reduced interest rate and all of the terms of this Agreement will apply. In addition, in either of the circumstances set out in (i) or (ii), interest will accrue at the applicable interest rate that is disclosed in the promotional offer, which will be a rate that is disclosed in the Rate and Fee Schedule (but may not be the rate that presently applies to your Card Account). Please read the promotional offer materials carefully so that you understand the terms and conditions of any promotional offer. We may choose not to take away the benefit of the reduced promotional rate; our decision to do so will depend upon our credit risk policies at the time and how they apply to your Card Account.

## **4. STATEMENTS**

### **4.1. Statements**

ATB will prepare a periodic billing statement (**Statement**) for the Card Account. A Statement will be issued every month, which depends on the billing cycle, however, ATB will not provide a Statement for a Card Account in which there has been no activity that month and nothing is owing on the Card Account or if there is a credit balance as at the last day of the Billing Period (**Statement Date**), unless otherwise required by law. If Statements are issued in consecutive months, such Statements shall be issued between four to five weeks after the prior issued Statement unless a change of billing date has been requested by the Primary Cardholder(s).

You are responsible for ensuring that you receive a Statement each month and for notifying us if you do not receive a Statement. If you receive your Statement by mail and if there is a postal strike or other disruption affecting mail delivery, one of the Primary Cardholders must contact ATB monthly to obtain Statement information. You must pay at least your Minimum Balance Due by the Payment Due Date for each billing cycle, even if your monthly Statement is late or if you don't receive it at all.

### **4.2. Statement Verification**

You will review each Statement and you must notify ATB in writing of any discrepancies, errors, or omissions with respect to any information contained in the Statement or any entry or transaction posted to it within 30 days from the Statement Date, failing which the Statement (except any amount that has been credited to the Card Account) will be deemed to be conclusively correct and complete and will be binding upon you. In such case, ATB will be released by you from any claims in respect of the Statement and no claim may be made by you against ATB for any item disclosed on the Statement.

## **5. PAYMENTS AND APPLICATION OF PAYMENTS**

### **5.1. Minimum Balance Due**

The Primary Cardholder(s) must make a minimum monthly payment by the Payment Due Date for each Statement in an amount at least equal to the Minimum Balance Due.

The Minimum Balance Due for each Statement will be equal to:

- (a) \$10.00 plus all outstanding interest and fees on your Card Account; plus
- (b) any amount that exceeds the Credit Limit; plus
- (c) any amount that is overdue.

However, if the New Balance on the Statement is less than \$10.00, it must be paid in full by the Payment Due Date.

Any amounts which exceed the Credit Limit must be paid

immediately (whether or not a Statement disclosing the excess has been provided).

You may lose the benefit of any lower annual interest rate promotional offers in which you are participating if you do not pay the Minimum Balance Due by the Payment Due Date for any Statement.

From time to time, we may advise the Primary Cardholder(s) that the requirement to pay the Minimum Balance Due is waived. In that case even though the Primary Cardholder(s) are not required to make a payment for that Billing Period, interest at the annual interest rate(s) applicable will continue to apply.

## 5.2. Applying Payments

Payments will be credited to the Card Account when received and cleared by us. Payments may not automatically adjust the available Credit Limit. This generally occurs within one to three business days following receipt and clearing of payment, depending on how the payment is made. If a payment is received by us after our normal business hours, or on a non-business day, that payment will be treated as if it were received on the next business day.

Payments will be applied towards the payment of the New Balance on the Card Account (unless you are otherwise notified by us). Payments will be allocated to the different types of Charges on your Card Account in the following order:

- (a) first to interest charges;
- (b) then to creditor insurance;
- (c) then to any annual or monthly fees, overlimit fees, Cash Advance fees and any other fees;
- (d) then to Balance Transfers;
- (e) then to Cash Advances (including Cheques);
- (f) then to Purchases; and
- (g) then to disputed items.

If different annual interest rates apply to any of these different types of Charges, payments will be allocated first to the type of Charges with the highest annual interest rate and then to the other types of Charges in descending order based on their annual interest rates (meaning that payments are applied to Charges with the highest interest rate first and Charges with the lowest interest rate last).

If you have paid more than your New Balance, we will apply the extra payment to Charges that have not yet appeared on your Statement, but which have been posted to your Card Account, in the following order (unless you are otherwise notified by us):

- (a) first to Purchases;
- (b) then to Balance Transfers;
- (c) then to other Cash Advances (including Cheques);

- (d) then to disputed items; and
- (e) then to Cash Advance fees and any other fees.

If different annual interest rates apply to any of these different types of Charges, payments will be allocated first to the type of Charges with the highest annual interest rate and then to the other types of Charges in descending order based on their annual interest rates (meaning that payments are applied to Charges with the highest interest rate first and Charges with the lowest interest rate last).

If you have a credit on your Card Account, that credit will be used towards future Charges posted to the Card Account in the order that they are posted, until the credit is used in full.

### **5.3. Credits**

Credits issued to you by any merchant in respect of Purchases will be credited to the Card Account when received by ATB and will affect the daily interest bearing balance only when the transaction has been posted to the Card Account. If ATB does not receive the credit advice prior to the time the related charge is included in a Statement, the Primary Cardholder(s) must make the payment based on the balance shown on the Statement without consideration of the credit. If interest has been charged as a result of a transaction prior to receipt by us of the credit, we will not refund the interest charged.

Although we are not obligated to do so, if we credit the Card Account, all of your rights and claims in respect of the credit are automatically assigned to us. In such cases, you agree to execute any documents we may reasonably require in relation to such assignment.

### **5.4. Credit Balances**

We do not pay interest on credit balances. You acknowledge that credit balances are not deposits and are therefore not insured by the Province of Alberta, the Canada Deposit Insurance Corporation, or any other government deposit insurer or agency. We will comply with applicable unclaimed property laws which may require us to forward unclaimed funds to government authorities after a certain period of time.

## **6. LIABILITY**

### **6.1. Liability for Debt**

Subject to paragraph 7.2, each Primary Cardholder is jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for all Debt charged to the Card Account no matter how it is incurred, or who has incurred it and even if:

- (a) It is incurred by any other Cardholder, including any Authorized User;
- (b) It is incurred through unauthorized use of a Security

Credential, Card, Card Number, three-digit security code, and other Card Account information.

- (c) The Debt exceeds the Credit Limit;
- (d) Statements are sent only to one Primary Cardholder and not to each Primary Cardholder;
- (e) It is incurred by any additional Cardholder who has been authorized by any Primary Cardholder with or without notice to any other Primary Cardholder; or
- (f) A Card is used before its valid date or after its expiry date.

## 7. CARDS

### 7.1. Account and Card Ownership

All Cards remain the property of ATB at all times. ATB may request the return of and replace a Card at any time. You cannot assign or transfer to any party the Card, the Card Account, or this Agreement.

### 7.2. Unauthorized Use

If a Card, Card Account information, Cheque, or Security Credential is lost or stolen, or suspected to be lost or stolen, you must notify us immediately by calling our toll-free number at **1-888-282-5678**. You will not be liable for any unauthorized use of the Card or your Card Account that occurs after you have notified us that your Card, Card Account information, Cheque, or Security Credential may have been lost or stolen.

In addition, the Primary Cardholder(s) will not be liable for Purchases or Cash Advances or Cheques charged to your Card Account incurred as a result of unauthorized use of your Card, Card Account information, Cheque, or Security Credential provided that the following conditions are satisfied, as determined by ATB in its discretion:

- (a) you have exercised reasonable care to safeguard your Card, Card Account information, Cheques and your Security Credentials against loss, theft or other unauthorized use (including complying with the safeguards set out in Section 2.5) and have not voluntarily disclosed your Security Credentials or otherwise contributed to the unauthorized use of your Card or Card Account; and
- (b) You have reported to us that your Card, Card Account information, Cheque, or Security Credential has been lost or stolen immediately after becoming aware of it.  
(these conditions, the Zero Liability Conditions).

Unless otherwise prohibited by law, in the event the Zero Liability Conditions are not satisfied, the Primary Cardholder(s) will be liable for unauthorized Charges that occurred on the Card Account before you have notified us that your Card, Card Account information, Cheque, or

Security Credential may have been lost or stolen, as follows:

- (a) if Purchases or Cash Advances, other than those drawn using your PIN or other Security Credential at an ABM, are charged to your Card Account as a result of unauthorized use of a lost or stolen Card, each Primary Cardholder will be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for all Debt on the Card Account resulting from such unauthorized use up to a maximum of \$50.00;
- (b) if any Cheques that we have provided to you are lost or stolen, each Primary Cardholder will also be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for all Debt incurred; and
- (c) each Primary Cardholder will be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder to ATB for the full amount of any unauthorized Cash Advances.

### **7.3. Cancellation/Suspension**

A Primary Cardholder may cancel any Card and the Card Account by providing notice to ATB. We may require any cancellation to be done in writing. ATB has the right at any time at its sole option and discretion, without notice to anyone, to cancel any Card and to cancel or withdraw all rights or privileges in respect of the Card and the Card Account.

If the Debt outstanding on a Card Account exceeds the Credit Limit, ATB may, but is not required to, suspend use of the Card and Card Account until such time as the Debt for the Card Account is within the Credit Limit.

**If a Card is cancelled or suspended:**

- (a) You will cease to be entitled to the Card benefits;
- (b) All Cards shall immediately be returned to ATB;
- (c) ATB may inform businesses honouring the Card that it has been revoked or cancelled;
- (d) Each Primary Cardholder shall continue to be jointly and severally (and in Quebec solidarily) liable with each other Primary Cardholder for all Debt charged to the Card Account incurred through the use of any such Card or Cheques made prior to the time the Card and Cheques are returned to ATB; and
- (e) You must notify any service providers who have authorization to charge transactions to the Card Account of the Card cancellation. Although an account may be closed, the Primary Cardholder(s) will continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card Account.

The rights of ATB in this section 7.3 are in addition to the rights of ATB upon a Default Event.

If a Card is cancelled or suspended, ATB shall not be liable for, and you release ATB from, any loss, costs, or damages due to Card privileges being cancelled.

#### **7.4. Optional Features and Benefits**

Different types of Cards may come with different features. Some of these features are available at an additional cost to you. If these optional features apply to your Card Account or Cards we will send you a separate document disclosing any additional terms and conditions applicable to those features. By using the Card after receipt of those additional terms, you agree to be bound by those terms (as may be amended from time to time). In such case, you may not refuse to pay us any amount charged to the Card Account for such benefits or services.

Third parties independent of ATB may provide some or all of its optional features and in such cases, ATB is not liable for them in any way. We are not liable for any service or benefit not directly supplied by us and any disputes with any party providing such service or benefit must be settled directly with them.

#### **7.5. Use of your Card at Merchants and Merchant Locations**

If you have a disagreement or dispute with a merchant in respect of a Purchase made on the Card Account, or with respect to any right to set off or compensation, you must settle your dispute directly with the merchant. In these circumstances, you are still required to pay all amounts owing on your Card Account even if you have a problem with a merchant.

You acknowledge and agree that ATB is not responsible for resolving disputes you may have with merchants and cannot, in the event of a dispute, reverse Purchases made on the Card Account without the merchant's credit voucher.

### **8. TERMINATION AND DEFAULT**

#### **8.1. Default Events**

Each of the following shall be a **Default Event**:

- 1.** The Primary Cardholder(s) fails to pay the Minimum Balance Due for a Statement on or before the applicable Payment Due Date or otherwise fails to make any payment when due under this Agreement;
- 2.** Any Debt is not paid when due;
- 3.** Any Primary Cardholder becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or
- 4.** You are otherwise in default of any provision of this Agreement or any other agreement you, or any one of you, may have with ATB.

## **8.2. Termination**

This Agreement may be terminated at any time by a Primary Cardholder by giving 10 days' written notice of termination to ATB.

ATB may terminate or suspend the Agreement if a Default Event occurs or for any other reason without notice to you.

If this Agreement is terminated by either you or ATB:

- a)** All Debt (whether posted to the Card Account or incurred but not yet posted), including without limitation, accrued service and interest charges must immediately be paid to ATB, together with any interest on all such amounts calculated at the annual rates of interest payable under this Agreement;
- b)** Your benefits, services and coverages will automatically end;
- c)** We are not obligated to advance any further funds or credit to you; and
- d)** You must notify any service providers who have authorization to charge transactions to the Card Account of the account closure. Although an account may be closed, the Primary Cardholder(s) continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Card Account.

## **8.3. Remedies**

Upon a Default Event occurring, the termination of this Agreement (whether for a Default Event or otherwise), or the cancellation or suspension of the Card Account, and in addition to anything else contained in this Agreement, we may:

- a)** Withdraw funds from any accounts any Primary Cardholder holds with us, including any joint accounts, the amounts necessary to satisfy any or all outstanding Debt;
- b)** Cancel all Cards, in which case all Cards and Cheques must be returned to ATB;
- c)** On demand, require the Primary Cardholder(s) to pay the amount of all legal expenses, costs and disbursements, (including legal expenses of both our internal and external legal counsel) that we incur in collecting or attempting to collect any payment owing to us and/or to enforce any security that we may have taken to secure your obligations under this Agreement.

Cancellation or suspension of a Card, a Card Account or the termination of this Agreement will not affect the obligation of the Primary Cardholders(s) to pay all amounts owing to ATB.

## **9. AMENDMENTS**

### **9.1. Amending Agreement**

ATB may amend or modify this Agreement, including the Rate and

Fee Schedule, from time to time upon subsequent notice to the Primary Cardholder(s), unless advance notice is required by law.

You shall be deemed to have accepted such amendments or modifications if any Card is used or any Debt remains unpaid after the effective date of such notice.

ATB may at any time amend any service or privilege available or offered, or may at any time add or terminate any such service or privilege.

## **10. PERSONAL INFORMATION COLLECTION, USE AND DISCLOSURE**

Your request for or use of ATB products and or services is your acknowledgement that ATB will collect, use and disclose your Personal Information in accordance with ATB's Collection, Use and Disclosure Statement (**Privacy Statement**), which we provide to the Primary Cardholder. Details of ATB's commitment to protecting our customers' privacy are set out in ATB's Privacy Code. A copy of ATB's Privacy Statement and Privacy Code can be obtained at [www.atb.com](http://www.atb.com), from an ATB branch, or by calling **1-888-282-5678**.

If you are an Authorized User you acknowledge that we may share your Personal Information with the Primary Cardholder for the purposes described in the Privacy Statement. If you are a Primary Cardholder, you acknowledge that we may disclose to an Authorized User information about transactions made by such Authorized User without prior notice to you.

ATB uses service providers in the United States of America for the purpose of administering your Card Account, including certain incentive or rewards programs that we may offer in connection with your Card Account. If you require further information about the collection, use or disclosure of your personal information, you may contact ATB's privacy officer, at (780) 408-7588.

## **11. GENERAL**

### **11.1. Assignment**

ATB may assign its rights and obligations under this Agreement at any time to a third party. If we do, we may disclose information about you and the Card Account to anyone who we assign our rights provided they agree to maintain confidentiality.

### **11.2. Notices and Change in Address**

If there is only one Primary Cardholder, ATB will send Statements, each Card Carrier and any other notice to be given to you under this Agreement (Notices) to the Primary Cardholder. If there are two or more Primary Cardholders, each Primary Cardholder hereby consents to the provision

of Statements, Card Carriers and Notices only to the Primary Cardholder that is listed first in your application for the Card (the Designated Primary Cardholder), or otherwise as required by law. You can change the Designated Primary Cardholder by notifying us at any time. A Primary Cardholder who is not the Designated Primary Cardholder can make a request to receive Statements, Card Carriers and Notices by notifying us at any time.

Unless you have consented to receive electronic Notices, each Statement, Card Carrier or other notice will be sent by regular mail and will be deemed to have been received by the addressee on the fifth day following the date of deposit by us of the Statement, Card Carrier or Notice at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery. In such case, one of the Primary Cardholders must contact ATB monthly during such strike or disruption to obtain Statement information to enable you to meet the payment obligations under this Agreement and to keep your Card Account in good standing.

If you have elected to receive Notices electronically, any Notices (Statements, Card Carriers or other notices) provided by electronic means will be considered to have been given and received on the date on which the email advising you of the availability of the electronic Notice was sent or posted.

Each Statement, Card Carrier and Notice will be sent to the address(es) (or email address(s), as the case may be) last provided to ATB as indicated in ATB's records. The Primary Cardholder(s) agree to immediately notify ATB of any change of address of any Cardholder. If a Primary Cardholder has elected to receive Statements or other Notices online, ATB will provide you with Statements and other Notices electronically through our online service. We will notify you by email when new electronic statements or other electronic Notices are available for viewing online. Terms and conditions for accessing ATB's online service will apply to any such access.

Any notice to be provided to ATB under this Agreement must be directed to ATB's address appearing on the last Statement.

### **11.3. Waiver**

If we fail to exercise, or delay in exercising, any of our rights under this Agreement or if we waive our rights on any given occasion it shall not be considered a waiver of any of our rights at any time on any other occasion.

### **11.4. Severability**

If any portion of this Agreement shall for any reason be declared or deemed to be invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect.

## **11.5. Limitation Period**

Where permitted by applicable law, the limitation period with respect to actions in debt under this Agreement will be 6 years from the later of the dates that the default occurred or ought to have been discovered by ATB.

## **11.6. Limitation on Liability**

We shall not be responsible for any defect in, or the quality of, any goods or services obtained from a business by use of the Card or Cheque, or both, nor for any losses resulting from and disclosure by you of a card, card Account Information, or security Credential.

Under no circumstances will ATB be liable for any damages (including any special, indirect or consequential), any loss of profits and revenues:

- a)** resulting from the use, or in connection with, a Card or this Agreement;
- b)** if any business refuses to honour the Card, does not accept Cheques, or for any other problems you might have with any business; or
- c)** if a Card is not honoured or accessible.

## **11.7. Choice of Law and Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

## **11.8. Headings**

The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

## **11.9. Contact Number**

The Primary Cardholder(s) may make inquiries about your Card Account by calling toll-free **1-888-282-5678**.

## **11.10. Language**

This Agreement and all related documents have been drafted in the English language at the express request of the parties. Le présent document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.

™ATB Financial is a registered trademark owned by Alberta Treasury Branches. Mastercard® is a registered trademark of Mastercard International Inc. ATB Financial is a licensed user of the registered trademark and design owned by Mastercard International Inc. This agreement is the Cardholder Agreement between Mastercard Cardholder and Alberta Treasury Branches.

# Terms & Conditions

Here are some more details on how you earn and redeem your ATB Financial World Elite Mastercard points.

We don't mean to make things confusing (we just want you to have all the information), if you have any questions call us at **1-888-282-5678**.

## **1. REWARD PROGRAM**

These terms and conditions apply to the ATB Financial World Elite Rewards Program (the “Program”) associated with the Card Account that allows you to earn and redeem points for select merchandise (including gift cards and charitable donation cards), travel and other rewards (such as credits to the Card Account) under the Program (the “Rewards”). Applicable terms of the ATB World Elite Rewards Mastercard Cardholder Agreement apply to the Program as well as the terms listed below. These terms replace all prior terms and conditions with respect to the Program.

Capitalized terms used herein, unless otherwise defined, are given the respective meanings in the Definitions Section 10 herein.

## **2. ACCEPTANCE OF TERMS**

If you activate, sign, use or accept your Card, this means that you have received, reviewed and agreed to these terms and conditions. Notwithstanding any other provision in these terms and conditions, posting of the current version of these terms and conditions at [www.atb.com](http://www.atb.com) shall be deemed notice to you, where notice is required to be given to you.

## **3. ELIGIBILITY**

The Program is automatically available to you provided the Card Account is in Good Standing. You are not eligible for the Program if you use the Card for business purposes. While you are responsible for any fees applicable to your Card, the Program is offered at no extra cost and is in addition to the other benefits reserved for Cardholders. While all Cards are automatically included in the Program, for the purpose of earning Points (as defined below) Points are solely for the benefit of the Primary Cardholder(s), regardless of which Cardholder earned those Points. Authorized Users are not participants in the Program, and do not have any rights against ATB under these terms and conditions.

## **4. POINTS**

### **4.1. Points**

The Program is based on a points system. ATB World Elite Reward Points (the “Points”) will be awarded to the Card Account on the terms and conditions set forth in this document and may only be redeemed as set out in Sections 5, 6 and 7 herein. Points have no cash value and do not constitute your property for any purpose. There is only one set of Points for each Card Account, regardless of the number of Cards issued.

### **4.2. Earning Points**

During the operation of the Program, Points are awarded for Net Purchases of goods and services charged to the Card Account provided your Card Account is in Good Standing at the time the

purchase is posted to your Card Account. For the purposes of these terms and conditions “Net Purchases”.

- Includes Purchases of goods and services charged to the Card Account; and
- Excludes Cash Advances, miscellaneous credit adjustments, annual membership fees, interest charges and administrative/service charges.

Points cannot be earned after the date the Card Account is closed or the date the Program is terminated. You will not earn Points for transactions that have not been posted to your Card Account or for purchase of Rewards charged to your Card Account.

#### **4.3. Calculating Points**

Unless we advise otherwise, you will earn Points at a rate of 1.5 Points for every \$1.00 in Net Purchases posted to your Card Account. Points will be rounded down to the nearest whole number (i.e. round 23.456 points to 23 points). We reserve the right to determine which Net Purchases qualify for Points.

#### **4.4. Bonus Points**

From time to time, we may offer additional Points, Points-earning accelerators, welcome bonuses or promotional offers (the “**Bonus Offers**”). Each Bonus Offer will be conditional upon you satisfying the conditions in the applicable Bonus Offer and subject to the terms and conditions of this Agreement and any other terms and conditions associated with the Bonus Offer.

#### **4.5. Posting/Adjusting Points**

Points will be added to the Card Account within a reasonable period of time after a debit transaction has been posted to your Card Account. Points will be deducted or adjusted from the Card Account:

- When a credit transaction is posted to your Card Account for returned merchandise or adjustments are made for previously billed charges;
- For returned merchandise, we will deduct the same number of Points that you earned when you made the purchase;
- From future issued Points for returns and adjustments which are not fully offset by Points earned; and
- When redeemed for Rewards in accordance with Sections 5, 6 and 7 herein.

#### **4.6. Points Balance**

The monthly Statement will show your Points balance from the last Statement, the number of Points earned or adjusted during that Statement period, the number of Points redeemed during the

Statement Period, as well as your new Points balance. You can also obtain this information by contacting the ATB Financial My Rewards Service Centre daily.

#### **4.7. Points Verification**

Your total number of Points will be indicated on each Statement. If you find any errors or omissions, please notify us as soon as possible. We will not provide any credits for erroneous or omitted Points if you do not notify us within one year of the date of the transaction in question. We reserve the right to make adjustments and correct errors pertaining to your Points at any time in the event that Points have been erroneously earned or credited.

#### **4.8. Points and Rewards Records**

We may use a microfilm, electronic or other reproduction of any Statement or other document to establish the amount of your Points and Rewards received. Our records of Points and Rewards received will be final, conclusive and binding on you.

### **5. REDEEMING POINTS - GENERAL**

#### **5.1. Who can Redeem Points**

Only a Primary Cardholder has the right to redeem Points. If there is more than one Primary Cardholder, any one Primary Cardholder can redeem Points and, by doing so, will be deemed to be acting as agent and on behalf, and with full authority of all Primary Cardholders.

#### **5.2. Password**

At or near the time the Card Account is opened, a Primary Cardholder must advise us of the password to assign to the Card Account (the “**Password**”). You may, from time to time change the Password upon notice to us; however, such change will only be effective once it has been inputted into our or our agent’s systems. Any person who you provide the Password to will be deemed to be acting as your agent and on your behalf, and will have the full authority with respect to the redemption of Points earned on the Card Account if they use the Password and even if the Points are redeemed for the benefit of that person. The Primary Cardholder(s) are responsible for ensuring that the Password is only disclosed to those persons whom you wish to grant this authority. If the Password is disclosed to any unauthorized person (either intentionally or unintentionally), then you release us from any claim or liability whatsoever that you may against us with respect to the use of that Password.

#### **5.3. How to Redeem Points**

To redeem Points for Rewards, we may, in our discretion, require that the Password be provided to us, our agent or suppliers. If the Password is not provided when a redemption request is made,

we may refuse to redeem Points regardless of who is requesting the redemption. In order to redeem Points, the Program must be active (meaning not cancelled by you or us) and the Card Account must be in Good Standing, and you must accumulate the required number of Points at the time of the redemption request for the Reward requested or supplement with cash.

#### **5.4. Point Redemptions and Credits**

On the date a Reward is ordered, your Card Account will be debited the number of Points necessary for the Reward selected. If a redemption order is cancelled, and provided the Reward selected is not final and allows cancellation, your Card Account will be credited the applicable number of Points on the date we receive the necessary information.

#### **5.5. Rewards Website**

All merchandise items (including gift cards and charitable donation cards) and travel available as Rewards through the Program are described or are otherwise set out on [athmyrewards.com](http://athmyrewards.com) or such other website as we may designate (the “Site”). In addition to merchandise and travel Rewards, Points may be redeemed through the Site for a credit to the Card Account.

- Points that have accumulated in your Card Account to the date the request is received will be redeemed in 100 Point increments at the rate of 100 Points for each \$1.00 of credit;
- The redemption request must be for a whole dollar amount and for no less than \$25.00; and
- The credit to the Card Account will occur within 3 business days of the request.

**The credit to the Card Account will not apply towards the payment of the minimum balance due on the Card Account.**  
The redemption of Points for a credit to the Card Account is final and will not be cancelled or reversed.

#### **5.6. Choosing Rewards**

You must accumulate the required number of Points for the Reward chosen at the time of the redemption request. The number of Points required for each Reward is set out on the Site. You can acquire Rewards by redeeming Points only, by redeeming Points plus a charge to your Card Account, or by charging the total amount to your Card Account. Unless otherwise indicated, all applicable taxes and shipping charges are included in the value of the Points required to order each item.

#### **5.7. Taxes**

If you redeem Points, you are responsible for declaring the total value of the Rewards received to the appropriate tax authorities

if and as required by applicable law. Any personal federal or provincial income tax liability arising from the accumulation of Points and the redemption of Rewards is your sole responsibility and we are released of all liabilities in this regard. We do not issue tax receipts.

## **6. REDEEMING POINTS FOR REWARDS - MERCHANDISE**

### **6.1. Merchandise Availability**

All merchandise Rewards can be ordered subject to availability. The items received may not be exactly as illustrated on the Site as manufacturers have the right to make changes or to discontinue models at any time without prior notice. If the ordered item is no longer available, a similar item of equal value will be substituted whenever possible. If a suitable substitution is not available, you will be contacted and advised to make another selection or cancel your order. If your order is cancelled prior to delivery, the applicable Points and the cash amount charged to the Card Account, if applicable, will be credited to the Card Account. If the item is temporarily unavailable, you will be informed as to when the item will be delivered.

### **6.2. Ordering Merchandise**

You can order your Rewards merchandise or obtain further information online on the Site or by contacting the ATB Financial My Rewards Service Centre.

### **6.3. Merchandise Delivery**

You will be sent the Rewards merchandise item(s) ordered via pre-paid delivery, to the address you indicated with your order. Please allow 4 to 6 weeks for delivery from the date of receipt of your order. While every attempt is made to deliver items quickly, we cannot guarantee delivery times and we are not responsible for delays caused by situations beyond our control. Please note that deliveries cannot be made to a Post Office Box or to addresses outside Canada.

### **6.4. Merchandise Returns and Cancellations**

If the item ordered arrives damaged or with pieces missing, you must contact the ATB My Rewards Service Centre within 48 hours of receipt for replacement without additional charge. If you are not completely satisfied with the item you have ordered, you have 30 days from receipt of the merchandise to return it (10 days for electronic/audio visual equipment, or jewelry); however, you must contact the ATB Financial My Rewards Service Centre prior to returning the item for return instructions. If you do not wish to replace the item, the applicable Points and any amount charged to the Card Account, if applicable, will be credited to the Card Account.

## **7. REDEEMING POINTS FOR REWARDS - TRAVEL**

### **7.1. ATB Travel Redemption**

You can redeem Points for travel Rewards from authorized ATB travel suppliers (“**ATB Travel Redemption**”) through the Site. The number of Points required for an ATB Travel Redemption is set out on the Site or available by calling the ATB My Rewards Travel Service Centre.

A handling charge will be assessed for all travel Rewards. For ATB Travel Redemption booked on the phone, a handling charge of \$25 will apply. For ATB Travel Redemption booked online, any handling fee will be disclosed to you with the price and applicable taxes and fees. The handling charge can be paid by redeeming Points (in such case the handling charge will be converted to Points and added to the total number of Points required for the travel redemption), by redeeming Points plus a charge to the Card Account, or by charging the total amount of the handling charge to the Card Account. If the handling charge is paid (either partially or fully) by Points, it will be converted into Points at a rate of conversion as determined by us in our sole discretion. The handling charge is subject to GST.

### **7.2. Confirmation of Reservation**

Travel agency reservations made through the ATB My Rewards Service Centre will be confirmed in writing (either by mail or electronically by email) within (3) three business days of verbal confirmation once booking has been paid in full. In cases where time does not permit, you will be contacted by telephone by a travel consultant. All supplier-specific documents may be released closer to the departure date, or released according to booking specifications of the relevant supplier. Reservations completed Online will be confirmed with you by email at the email address you provide within no more than 24 hours of booking. Please check your spam settings in the event that you do not receive the travel booking e-mail confirmation.

### **7.3. Travel Availability**

All travel Rewards found on the Site are subject to availability from the travel suppliers, and subject to their terms and conditions.

### **7.4. Ticket Delivery**

If tickets are provided, your tickets and related travel documents for your ATB Travel Redemption will be sent to you by mail to the address indicated by you, if your reservation is confirmed at least two weeks prior to the date of your departure. Otherwise, they will be sent to you by a courier service and you will be responsible for the courier service cost. Tickets cannot be delivered to addresses outside Canada. ATB is not responsible if you fail to receive travel documents if we sent them to the address or in accordance with the contact information on the Card Account, or in accordance with your reasonable instructions.

## **7.5. Travel Cancellation**

Travel cancellation is subject to the terms and conditions of the travel supplier. In some cases, cancellations are not allowed or are subject to cancellation fees, which will be charged to your Card Account. If your reservation for an ATB Travel Redemption is permitted to be cancelled, the number of Points, and the amount paid for the reservation on the Card Account, if applicable, will be credited to the Card Account.

## **7.6. Travel Documents**

You are responsible to ensure that you, and those persons traveling with you, have all necessary travel documents as required by law. You may be denied boarding if you do not have the required documentation. ATB is not responsible if you do not have the necessary documentation to travel.

# **8. ACCOUNT ISSUES**

## **8.1. Account Closure**

### **8.1.1 Account Closure by You**

Provided the Card Account has remained in Good Standing, if the Card Account is closed by you during the operation of the Program, earned Points can be redeemed for Rewards within 60 days from the date the Card Account is closed. All Points which have not been redeemed within this time period will be automatically cancelled without notice to you and may not be subsequently redeemed, transferred or converted. Only Points that have accumulated on the Card Account, according to our records, at the time of redemption can be redeemed.

### **8.1.2 Account Closure by Us**

If we have cancelled your Card Account, for any reason other than voluntary closure by you, all accumulated Points will be automatically cancelled without any compensation or notice to you and may not be subsequently redeemed, transferred or converted.

## **8.2. Death of Cardholder**

If we receive verification of the death of a Primary Cardholder:

- 8.2.1** If there is only one Primary Cardholder on the Card Account, the Card Account will be closed and the accumulated Points will be available for redemption by the Primary Cardholder's estate for up to 60 days after the closure of the Card Account. Points which have not been redeemed within 60 days of the closure of the Card Account will automatically be cancelled without notice and may not be subsequently redeemed, transferred or converted.

**8.2.2** If there is more than one Primary Cardholder(s) on the Card Account, the remaining Primary Cardholder can request either (i) the Card Account be closed and the accumulated Points be transferred to a new ATB Financial Mastercard account in their name; or (ii) the Card Account remain open and the deceased Primary Cardholder's name be removed from the Card Account.

In either case, the deceased Cardholder and his or her administrators or executors waive and forever release us from any and all claims, actions, causes of action, counterclaims, defenses or other claims whatsoever with respect to the Points or the closure of the Card Account.

### **8.3. Separation or Divorce**

Points are not divisible in the case of separation or divorce.

### **8.4. Transferring Points**

Points are not transferable from your Card Account to another cardholder's account. However, if you have more than one eligible Card Account in your name, you may combine the accumulated points. If your Card has been lost or stolen, applicable Points will be automatically transferred to the new ATB World Elite Rewards Mastercard account.

### **8.5. Conversion of Points and Rewards**

If you are enrolled in a different rewards program offered by us (the "Other Program"), if we permit, you may convert any points or rewards (as the case may be) earned (but not redeemed) under that program to a Card Account opened in your name under this Program subject to such restrictions and conditions we may impose from time to time in our sole discretion. If we permit such conversion:

- (a)** the rate of conversion will be determined by us in our sole discretion;
- (b)** we may limit the number of Points or Rewards that may be converted;
- (c)** you must pay any service fees charged by us for such conversion;
- (d)** we may close your card account associated with the Other Program and open a new card account in your name under this Program. In such case, any unpaid Debt charged to your previous card account will be transferred to the new Card Account and you continue to be liable to us for such Debt; and
- (e)** conversion of Points or Rewards from the Other Program to this Program shall constitute redemption of those Points or Rewards for the Other Program.

## **9. GENERAL**

### **9.1. Changes to Program/Rewards**

We reserve the right to change any of the rules, regulations, terms, conditions, merchandise and travel Rewards, level of Points (and cash, if applicable) required to obtain Rewards, suppliers of Rewards and the terms and conditions of the Program, in whole or in part, from time to time with or without notice, including, but not limited to, the formula upon which Points are earned or calculated.

### **9.2. Termination:**

#### **9.2.1 Termination of Program**

We reserve the right to terminate or suspend the Program and cancel any earned Points without prior notice at any time. In such case, provided the Card Account is in Good Standing, at our option, within 60 days of the termination date of the Program the accumulated Points may be redeemed. All Points which have not been redeemed within this time period will be automatically cancelled without notice or compensation to you and may not be subsequently redeemed, transferred or converted.

#### **9.2.2 Termination for Cause**

We may, with or without notice, suspend or cancel your participation in the Program, and cancel any accumulated Points (without compensation to you) in the event of: (a) fraud or abuse by you relating to the Program; (b) failure by you to follow these terms and conditions; or (c) your bankruptcy. Once Points are cancelled they may not be subsequently redeemed, transferred or converted.

### **9.3. Limitation of Liability**

We are not liable for any losses, damages, illnesses, injuries, accidents, delays or other troubles that occur to you during a travel Reward trip or while using or installing any of the offered Rewards. All travel and merchandise suppliers are selected based on their reputation and commitment to provide quality service. However, we do not accept responsibility for the failure of any supplier to provide a Reward as described. Every effort will be made to replace an item ordered by another of equal value, or to credit the Points and amount charged to the Card Account, if applicable. We will not assume any responsibility for the costs you may incur relative to a merchandise or travel Reward. This section on limitation of liability will survive termination of your participation in the Program.

## **9.4. Representations**

We make no representations or warranties with respect to the value, quality or fitness of the Rewards.

## **9.5. Waiver**

If we fail to exercise, or delay in exercising, any of our rights, or if we waive our rights on any given occasion it shall not be considered a waiver of any of our rights at any time on any other occasion.

## **9.6. Communication**

We may communicate with you electronically and any agreement we make with you in such manner will be considered to be “in writing”, signed and delivered for all purposes.

## **9.7. Interpretation**

Any disputes or disagreement regarding the Program and the interpretation of these terms and conditions will be resolved by us in our sole discretion.

## **9.8. Headings**

The headings in these terms and conditions are added for convenience only and do not change the meaning of any provision of these terms and conditions.

## **9.9. Use of Personal Information**

Your request for or use of ATB products and or services is your acknowledgement ATB will collect, use and disclose your Personal Information in accordance with ATB’s Collection, Use and Disclosure Statement (Privacy Statement), which we provide to you. Details of ATB’s commitment to protecting our customers’ privacy are set out in ATB’s Privacy Code. A copy of ATB’s Privacy Statement and Privacy Code can be obtained at [www.atb.com](http://www.atb.com), from any ATB branch, or by calling **1-888-ATB-5678 (282-5678)**. You acknowledge that we may disclose to an Authorized User information about transactions made by such Authorized User without prior notice to you.

## **9.10. How to Reach Us**

You may contact us daily at the ATB My Rewards Service Centre toll free at **1-844-949-1112** or at [www.atbmyrewards.com](http://www.atbmyrewards.com).

## **10. DEFINITIONS**

In these terms and conditions, the words:

**ATB** means Alberta Treasury Branches, operating as ATB Financial.

**Authorized User(s)** means a person to whom a Card has been issued under the Card Account at the request or authorization of the Primary Cardholder.

**Card** means each ATB Financial World Elite Rewards Mastercard, including without limitation, any device deemed to be a Card, which you can use to incur charges on your Card Account.

**Cardholder** means each Primary Cardholder(s) and each Authorized User.

**Card Account** means the ATB Financial World Elite Rewards Mastercard account we have opened for and in the name of the Primary Cardholder(s).

**Cash Advance** means an advance of cash (if authorized) obtained through the use of, or in connection with, a Card or cheque, including cash withdrawals from an automated banking machine, cash like transactions such as balance transfers, money orders, wire transfers, travellers cheques and gambling transactions (including betting, off track betting, race track wagers, casino gaming chips, lottery tickets).

**Good Standing** means the Card Account is not overdrawn or you are not in default in any of the terms and conditions of the ATB Financial Mastercard Cardholder Agreement.

**Primary Cardholder** means each person who has applied for the Card, who is liable to repay the debt and in whose name the Card Account has been opened.

**Purchases** means goods or services (or both) obtained by a Cardholder from any merchant honouring the Card.

**Statement** means the periodic billing statement we may issue to you for the Card Account;

**We, our and us** refer to ATB.

**You, your, and yours** means the Primary Cardholder(s).

# Certificate of Insurance and Statement of Services

What's covered, what's not, who's doing the covering—you'll find all that and a whole lot more.

While all this detail on your insurance coverages and services may seem overwhelming, you can always give us a call at **1-888-282-5678** if you have any questions.

## CERTIFICATE OF INSURANCE

### American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida

Group Policies: ATBWE1116 and ATBWEL1116

This Certificate of Insurance contains information about your insurance. Please read it carefully and keep it in a safe place. Refer to the definitions section at the end of this document or to the applicable description of benefits and the paragraph below for the meanings of all capitalized terms.

The coverage outlined in this Certificate of Insurance is effective as of November 7, 2016, and is provided to all eligible ATB Financial World Elite Mastercard Cardholders and, where specified, their eligible Spouses and Dependent Children by American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida (hereinafter collectively referred to as the "Insurer"), under Group Policy numbers ATBWE1116 and ATBWEL1116 (hereinafter collectively referred to as the "Policy"), issued by the Insurer to Alberta Treasury Branches operating under the name "ATB Financial" (hereinafter referred to as the "Policyholder").

The terms, conditions and provisions of the Policy are summarized in this Certificate, which is incorporated into, and forms part of the Policy. All benefits are subject in every respect to the Policy that alone constitutes the agreement under which benefits will be provided. You or a person making a claim under this Certificate of Insurance may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

Claims payment and administrative services under this Policy are arranged by the Insurer.

American Bankers Life Assurance Company of Florida and American Bankers Insurance Company of Florida – Canadian Head Office is located at 5000 Yonge Street, Suite 2000, Toronto, Ontario M2N 7E9.

#### Purchase Assurance

For this benefit, Insured Person means the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits. Benefits are in effect when You charge the FULL cost of the item(s) to Your Account.

**Benefits:** Purchase Assurance benefits are available automatically, without registration, to protect most new items of property purchased by You with Your World Elite Mastercard for ninety (90) days from the date of purchase against damage or theft anywhere in the world, subject to the Policy Limitations and Exclusions below. If such an item is lost, stolen or damaged, it will be repaired or replaced or You will be reimbursed the purchase price at the Administrator's discretion.

**Limitations and Exclusions:** Purchase Assurance benefits are only available to the extent that the item in question is not otherwise protected or insured in whole or in part. Purchase Assurance benefits are not available in respect of the following:

- i. travellers cheques, cash (whether paper or coin), bullion, precious metals, tickets, negotiable instruments or other numismatic property of a similar nature;
- ii. animals or living plants;
- iii. mail order, internet, telephone or any purchase being shipped until delivered and accepted by You in new and undamaged condition;
- iv. golf balls or other sports equipment damaged during the course of normal use;
- v. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawn mowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts or accessories;
- vi. perishables, such as food and liquor, and/or goods consumed in use;
- vii. jewellery;
- viii. used, refurbished or previously owned items, including antiques, collectibles and fine arts;
- ix. cellular telephones, beepers, personal digital assistants (PDA) or any similar electronic device;
- x. computers, software;
- xi. bodily injury, property damage, exemplary damages, consequential damages and legal fees;
- xii. losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or inherent product defects; or
- xiii. services, including delivery and transportation costs of items purchased.

**Limits of Liability:** Benefits hereunder are limited to an item maximum of \$10,000 and a lifetime maximum of \$50,000 per Account.

You will be entitled to receive no more than the original purchase price of the protected item as recorded on the World Elite Mastercard sales receipt. When the protected item is part of a pair or set, You will receive no more than the value of the particular part or parts lost or damaged regardless of any special value that

the item may have as part of an aggregate purchase price of such pair or set. The Insurer, at its sole option, may elect to:

- i. repair, rebuild or replace the item lost or damaged (whether wholly or in part); or
- ii. pay You for said item, not exceeding the lesser of the original purchase price, the replacement price or the repair cost thereof and subject to the exclusions, terms and limits of liability as stated in this Certificate of Insurance.

See General Provisions for Purchase Assurance and Extended Warranty Insurance below.

### **Extended Warranty**

For this benefit, Insured Person means the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits. Benefits are in effect when the FULL cost of the item(s) with an Original Manufacturer's Warranty is charged to Your Account.

Benefits: Extended Warranty benefits for eligible items are available automatically, without registration, to provide You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one full year on most items purchased new with a World Elite Mastercard provided that, in all cases, automatic coverage is limited to the Original Manufacturer's Warranty of five (5) years or less. Most Original Manufacturer's Warranties over five (5) years will be covered if registered with the Administrator within the first year after purchase of the item (Refer to 'Registration').

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a covered item, or any other obligation that was specifically covered under the terms of the Original Manufacturer's Warranty.

Extended Warranty benefits are limited to the lesser of the cost to repair or replace or the original purchase price of the item including applicable taxes.

**Limitations and Exclusions:** The Extended Warranty benefit ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

**The Extended Warranty benefit does not cover the following items:**

- i. automobiles, motorboats, aircraft, motorcycles, motorscooters, snowblowers, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
- ii. computers, cellular phones, personal digital assistants (PDA) or any similar electronic device;

- iii.** services;
- iv.** used items or refurbished items; or
- v.** bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

**Registration:** To register item(s) with an original Manufacturer's Warranty of more than five (5) years for the Extended Warranty benefit, You must send copies of the following items to the Administrator within one (1) year after the item is purchased. Call **1-866-305-0888**.

- i.** a copy of the original vendor sales receipt;
- ii.** the customer copy of the World Elite Mastercard sales receipt;
- iii.** the serial number of the item; and
- iv.** the Original Manufacturer's Warranty.

## **General Provisions for Purchase Assurance and Extended Warranty Insurance**

**Gifts:** Eligible items that You give as gifts are covered for Purchase Assurance and Extended Warranty benefits. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

**Other Insurance:** Purchase Assurance and Extended Warranty coverage is in excess of all other applicable valid insurance, indemnity, warranty or protection available to You in respect of the item(s) subject to the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, warranty or protection and for the amount of any applicable deductible, and only if all such other coverage has been claimed under and exhausted, and further subject to the terms, exclusions, and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

**Claims Procedures for Purchase Assurance and Extended Warranty:** You must keep original receipts and other documents described herein to file a valid claim.

Immediately after learning of any loss or occurrence, You must notify the Administrator by calling **1-866-305-0888**. The Administrator will send You the applicable claim form(s). Your failure to provide proof of loss within ninety (90) days from the date of loss or damage may result in denial of the related claim.

You must complete and sign the claim form which must contain the time, place, cause and amount of loss, and include the following:

- i.** the customer copy of the World Elite Mastercard sales receipt and Your Account statement showing the charge;
- ii.** the original vendor's sales receipt;

- iii.** a copy of the Original Manufacturer's Warranty (for Extended Warranty Claims); and
- iv.** a police, fire, insurance claim or loss report or other report of the occurrence of the loss sufficient for determination of eligibility for the benefits hereunder.

Prior to proceeding with any repair services, You must obtain the Administrator's approval in order to ensure the eligibility for payment of Your claim. At the sole discretion of the Insurer, You may be required to send, at your own expense, the damaged item on which a claim is based to the Administrator in order to support Your claim. Payment made in good faith will discharge the Insurer to the extent of this claim.

**Purchase Assurance and Extended Warranty Termination of Coverage:** Coverage ends on the earliest of:

- i.** the date Your Account is cancelled, closed or ceases to be in Good Standing;
- ii.** the date the Cardholder ceases to be eligible for coverage; and
- iii.** the date the Policy is terminated.

No coverage will be provided for items purchased after the Policy termination date.

**Car Rental Collision Damage Waiver Insurance**

For the purposes of the Car Rental Collision Damage Waiver benefit, Insured Person means a Cardholder and any other person who holds a valid driver's license and is listed on Your rental contract, provided he/she would otherwise qualify under the rental contract and is permitted to drive the rental vehicle under the laws of the jurisdiction in which the rental vehicle shall be used. This coverage is in effect when You charge the FULL cost of the car rental to Your Account.

**Eligibility:** You are eligible for World Elite Mastercard Car Rental Collision Damage Waiver (CDW) insurance coverage when You rent most private passenger vehicles on a daily or weekly basis for a period NOT to exceed forty-eight (48) consecutive days, provided that:

- i.** You initiate the rental transaction by booking or reserving the car rental with Your World Elite Mastercard and by providing Your World Elite Mastercard as payment guarantee at the time You take possession of the car, and
- ii.** You decline the rental agency's CDW or loss damage waiver (LDW), or similar provision and,
- iii.** You rent the car in Your name, and charge the FULL cost of the car rental to Your Account.

'Free Rentals' are also eligible for benefits when received as the result of a promotion conditioned on Your making previous rentals, if each such previous rental met the eligibility requirements of this Certificate of Insurance.

**Benefits:** Subject to the terms and conditions of this Policy, You are provided with protection against the amount for which You are liable to the rental agency up to the actual cash value of the damaged or stolen rental vehicle as well as any valid and documented loss of use, reasonable and customary towing charges and administration charges resulting from damage or theft occurring while the rental vehicle is rented in Your name. Benefits are limited to one vehicle rental during any one period. If during the same period more than one vehicle is rented by the Cardholder, only the first rental will be eligible for these benefits.

In some jurisdictions the law requires the rental agencies to include CDW/LDW in the price of the vehicle rental. In these locations, Car Rental CDW benefits under this Policy will only provide coverage up to the deductible that may apply, provided all the requirements outlined in this Certificate of Insurance have been met and You have waived the rental agency's deductible waiver. No CDW/LDW premiums charged by the rental agencies will be reimbursed under this Policy. Rental vehicles which are part of pre-paid travel packages are eligible for benefits if the total for Your Trip was charged to Your Account and all other requirements are met.

**This coverage does not provide any form of third party automobile property damage or personal injury liability insurance.**

**Important:** Check with Your personal insurer and the rental agency to ensure that You and all other drivers have adequate personal property, personal injury and third party liability coverage. This Policy only covers loss or damage to a rental vehicle, as stipulated herein.

**Know before you go:** While Car Rental CDW benefits provide coverage on a worldwide basis (except where prohibited by law), and the coverage is well received by car rental merchants, there is no guarantee that this coverage will be accepted at every car rental facility. Some rental agencies may resist Your declining their CDW/LDW coverage. They may try to encourage You to take their coverage. If You refuse, they may insist You provide a deposit. Before booking a car, confirm that the rental agency will accept World Elite Mastercard Car Rental CDW without requiring a deposit. If they won't, find one that will, and try to get written confirmation. If booking Your trip through a travel agency, let them know You want to take advantage of World Elite Mastercard Car Rental CDW benefits and have them confirm the rental agency's willingness to accept this coverage.

You will not be compensated for any payment You may have to make to obtain the rental agency's CDW/LDW.

Check the rental car carefully for scratches, dents and windshield chips, and point out any damage to the agency representative before You take possession of the car. Have them note the damage on the rental agreement (and take a copy with You), or ask for another vehicle.

If the vehicle sustains damage of any kind, immediately phone the Administrator at one of the numbers provided. Advise the rental agent that You have reported the claim and provide the Administrator's phone number. If loss appears to exceed \$1,000 you must also advise the police and request a police report. Do not sign a blank sales draft to cover the damage and loss of use charges.

**Coverage Period:** Car Rental CDW insurance coverage begins as soon as the Cardholder or other person authorized to operate the rental car under the car rental agreement takes control of the vehicle, and ends at the earliest of:

- i. the time when the rental agency assumes control of the rental car, whether it be at its place of business or elsewhere;
- ii. the date on which the Account ceases to be in Good Standing and/or Your Account privileges are suspended, revoked or otherwise terminated;
- iii. the date the Insured Person ceases to be eligible for coverage; or
- iv. the date the Policy is terminated.

**Types of Vehicles Covered:** The types of rental vehicles covered include cars, sport utility vehicles and mini-vans provided they are designed for private passenger use with seating for no more than eight (8) including the driver.

**Types of Vehicles Not Covered:** Vehicles belonging to the following categories are NOT covered:

- i. any vehicle with a manufacturer's suggested retail price (MSRP), excluding taxes, over sixty five thousand Dollars (\$65,000) at the time and place of loss;
- ii. vans, other than mini-vans as described above;
- iii. trucks, pick-up trucks or any vehicle that can be reconfigured into a pick-up truck;
- iv. off-road vehicles designed and manufactured primarily for off-road use;
- v. motorcycles, mopeds and motorbikes;
- vi. campers and trailers;
- vii. recreational vehicles;
- viii. antique cars (cars which are over twenty (20) years old or have not been manufactured for ten (10) years or more);
- ix. customized vehicles; and
- x. leased vehicles.

**Exclusions and Limitations:** Car Rental CDW benefits do NOT cover any loss caused or contributed to by:

- i. operation of the rental vehicle in violation of the law or any terms of the rental agreement/contract;

- ii.** operation of the vehicle by any driver not in possession of a driver's license that is valid in the rental jurisdiction;
- iii.** operation of the vehicle by any driver not authorized on the rental agreement at the time the rental is initiated;
- iv.** operation of the vehicle on other than regularly maintained roads;
- v.** alcohol intoxication and/or the use of narcotic drugs by the driver;
- vi.** any dishonest, fraudulent or criminal act committed by You and/or any authorized driver;
- vii.** wear and tear, gradual deterioration or mechanical breakdown of the vehicle;
- viii.** insects or vermin, inherent vice or damage;
- ix.** war, hostile or warlike action, insurrection, rebellion, revolution, civil war, usurped power or action taken by government or public authority in hindering, combating or defending against such action;
- x.** seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority;
- xi.** transportation of contraband or illegal trade;
- xii.** transportation of property or passengers for hire; or
- xiii.** nuclear reaction, radiation or radioactive contamination.

**Car Rental CDW benefits do NOT include coverage for:**

- i.** vehicles rented for a period that exceeds 48 consecutive days\*, whether or not under one or more rental agreements;
- ii.** a replacement vehicle for which Your personal automobile insurance or the repair shop is covering all or part of the cost of the rental;
- iii.** loss or theft of personal belongings in the vehicle;
- iv.** third party liability (injury to anyone or anything inside or outside the vehicle);
- v.** any amount payable by Your employer or employer's insurance coverage, if the rental car was for business purposes;
- vi.** expenses assumed, paid or payable by the rental agency or its insurers; or
- vii.** cellular telephones, portable computers and communication devices.

\* If the rental period exceeds 48 days, no coverage will be provided even for the first 48 days of the rental period. Coverage may not be extended for more than 48 days by renewing or taking out a new rental agreement with the same or another vehicle rental agency for the same or another vehicle.

**In the Event of an Accident:** You must report a claim to the Administrator as soon as possible, and in all events certainly within 48 hours of the damage having occurred. Call **1-866-305-0888** from within Canada and the United States or **905-477-0702** collect from elsewhere in the world. Failure to report a claim within 48 hours may result in denial of the claim or reduction of Your benefit.

A customer service representative will take down some preliminary information; answer any questions You may have and arrange to send You a claim form. You will be required to submit a completed claim form and to substantiate Your claim by providing documentation, including the following:

- i. a copy of the driver's license of the person who was driving the car at the time of the accident;
- ii. a copy of the loss/damage report You completed with the rental agency;
- iii. a copy of a police report if the loss results in damage or theft over \$1,000;
- iv. a copy of Your World Elite Mastercard sales draft, and Your statement of Account showing the rental charge;
- v. the front and back of the original opened and closed-out car rental agreement;
- vi. a copy of the itemized repair estimate, final itemized repair bill and parts invoices;
- vii. original receipt(s) for any repairs for which You may have paid; and
- viii. if loss of use is charged, a copy of the rental agency's daily utilization log from the date the car was not available for rental, to the date the car became available to rent.

Valid claims submitted with incomplete or insufficient documentation may not be paid.

## Personal Effects Insurance

For this benefit, Insured Person means the Cardholder and his or her Immediate Family Members travelling with the Cardholder who rented the vehicle. Benefits are in effect when You charge the FULL cost of a car rental to Your Account.

**Benefits:** Personal Effects benefits are provided for loss, theft or damage to personal effects while such personal effects are in transit or in any hotel or other building en route during a Trip with a covered rental car, for the duration of the car rental period.

Coverage is provided for the personal effects of the Cardholder when the Cardholder rents a car, and extends to the personal effects of any Immediate Family Member travelling with You.

**Exclusions and Limitations:** Personal Effects do not include money (whether paper or coin), bullion, tickets, bank notes, securities, documents, memorabilia, collectibles, medals or other

numismatic property. Maximum coverage during the rental period is \$1,000 for each Insured Person, per occurrence. Total benefits for all Insured Persons during each car rental period are limited to \$2,000 per Account. Benefits are not paid if loss results from Mysterious Disappearance.

**How to Claim:** In the event of a claim, contact the Administrator at **1-866-305-0888**

**Other Insurance:** Personal Effects coverage is in excess of all other applicable valid insurance, indemnity or protection available to the Cardholder in respect of the items subject to the claim. The Insurer will be liable only for the amount of the loss or damage over the amount covered under such other insurance, indemnity or protection and for the amount of any applicable deductible, only if all other insurance has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### **Car Rental Accidental Death & Dismemberment**

For this benefit, Insured Person means the Cardholder and his or her Immediate Family Members while Occupying the rental vehicle. Benefits are in effect when You charge the FULL cost of the car rental to Your Account.

Coverage will be provided on the same terms, conditions, limitations and exclusions applicable to Car Rental Collision Damage Waiver (above) and Common Carrier Accidental Death & Dismemberment benefits (below), except that coverage is provided to the Cardholder and his/her Immediate Family Member who sustains an Accidental Bodily Injury while Occupying the covered rental car.

If an Insured Person sustains an Accidental Bodily Injury while Occupying a rental car the applicable benefit specified for the resulting Loss will be paid.

#### **Schedule of Insurance Loss    Amount of Benefit**

	<b>Cardholder*</b>	<b>Each other Occupant</b>
<b>Loss of Life</b>	\$150,000	\$15,000
<b>Loss of both hands or both feet</b>	\$150,000	\$15,000
<b>Loss of one foot or one hand and the entire sight of one eye</b>	\$150,000	\$15,000
<b>Loss of sight of both eyes</b>	\$150,000	\$15,000
<b>Loss of one hand and one foot</b>	\$150,000	\$15,000
<b>Loss of speech and hearing</b>	\$150,000	\$15,000
<b>Loss of one hand or one foot</b>	\$75,000	\$7,500
<b>Loss of sight of one eye</b>	\$75,000	\$7,500

<b>Loss of speech</b>	\$75,000	\$7,500
<b>Loss of hearing</b>	\$75,000	\$7,500
<b>Loss of thumb and index finger on the same hand</b>	\$37,500	\$3,750

\* In this Schedule of Insurance, Cardholder means the Cardholder who rented the vehicle in his or her name.

The maximum benefit payable for Loss resulting from any one Accident is \$225,000 per Account. If more than one described Loss is sustained by an Insured Person, then the total benefit payable from one Accident to such person is limited to the greatest amount payable for any one Loss sustained.

**How to Claim:** In the event of a claim, contact the Administrator at 1-866-305-0888.

### Common Carrier Accidental Death and Dismemberment

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the FULL cost of Common Carrier travel to Your Account.

**Benefits:** If an Insured Person sustains an Accidental Bodily Injury while Occupying a Common Carrier as a fare paying passenger, the applicable benefit specified for the resulting Loss (in the following Schedule of Insurance) will be paid.

<b>Schedule of Insurance Loss</b>	<b>Amount of Benefit</b>
<b>Loss of Life</b>	\$500,000
<b>Loss of both hands or both feet</b>	\$500,000
<b>Loss of one foot or one hand and the entire sight of one eye</b>	\$500,000
<b>Loss of sight of both eyes</b>	\$500,000
<b>Loss of one hand and one foot</b>	\$500,000
<b>Loss of speech and hearing</b>	\$500,000
<b>Loss of one hand or one foot</b>	\$250,000
<b>Loss of sight of one eye</b>	\$250,000
<b>Loss of speech</b>	\$250,000
<b>Loss of hearing</b>	\$250,000
<b>Loss of thumb and index finger on the same hand</b>	\$125,000

The maximum benefit payable for Loss resulting from any one Accident is \$750,000 per Account. If more than one described Loss is sustained by an Insured Person, then the total benefit payable from one Accident to such person is limited to the greatest amount payable for any one Loss sustained.

For benefits to be payable, the Loss must occur within 365 days of the Accidental Bodily Injury that caused the Loss. Coverage is in force when an Insured Person is Occupying a Common Carrier to:

- i. travel directly to the point-of-departure terminal for the Trip shown on the Ticket;
- ii. make the Trip shown on the Ticket; and
- iii. travel directly from the point-of-arrival terminal for the Trip shown on the Ticket to the next destination.

**Beneficiary:** Unless otherwise specified by You, any amount due under the Policy for Loss of Life:

- i. at Your death will be paid to Your Spouse if living, otherwise equally to Your living Children if any, otherwise equally to Your then living parents or parent, otherwise to Your estate;
- ii. at the death of any other Insured Person, will be paid to You if then living, otherwise as though it were a sum payable under (i) above.

All other benefits will be paid to You. The beneficiaries herein designated may be changed in accordance with the Change of Beneficiary provision.

**Exclusions and Limitations:** Common Carrier Accidental Death and Dismemberment Benefits under the Policy are not payable for a Loss caused by or resulting from:

- i. intentionally self-inflicted injuries;
- ii. suicide or attempted suicide;
- iii. illness or disease;
- iv. pregnancy or complications of pregnancy, including resulting childbirth or abortion;
- v. bacterial infection except bacterial infection of an accidental Bodily Injury,  
or if death results from accidental ingestion of a substance contaminated by bacteria;
- vi. any act of war, declared or not, or civil disorders;
- vii. an Accident occurring while operating or learning to operate, or serving as a member of the crew of any aircraft;
- viii. the commission or attempted commission of a criminal offence; or
- ix. an Accident occurring while Occupying a water conveyance, unless the conveyance itself is involved in an accident which gives rise to the Loss to the Insured Person.

**How to Claim:** In the event of a claim, contact the Administrator at 1-866-305-0888.

## **Trip Cancellation and Trip Interruption/Delay Insurance**

For these benefits, Insured Person means You and Your Spouse, and Your Dependent Child(ren) and one Travelling Companion while travelling with You. Benefits are in effect when You charge the FULL cost of Eligible Expenses for the Trip to Your Account.

**Trip Cancellation Benefits:** The Insurer will reimburse You for any Eligible Expenses which are not refundable or reimbursable in any manner if, prior to Your scheduled departure, an Insured Person is required to cancel a Trip due to one of the following Covered Causes for Cancellation. The amount payable is subject to a maximum limit of \$1,000 per Insured Person and \$5,000 per Trip for all Insured Persons on the same Trip, and will be limited to the cancellation penalties in effect on the date the Covered Cause for Cancellation arises. **It is therefore important that You cancel Your travel arrangements with Your travel supplier as soon as a Covered Cause for Cancellation arises. You must also advise the Administrator immediately.**

However, if prior to Your scheduled departure, an Insured Person chooses to reschedule a Trip due to one of the following Covered Causes for Cancellation, You will be reimbursed for any Rescheduling Expenses which are not refundable or reimbursable in any manner. The amount payable is the lesser of the Rescheduling Expenses and the amount that would have been paid under this Certificate if the Trip had been cancelled outright. Your rescheduled trip will be considered a new Trip under this Certificate and the Pre-existing Condition period will be measured from the date the new Trip was booked.

Covered Causes for Cancellation (first occurring after Your Trip was booked) mean the following:

### **Medical Covered Causes for Cancellation**

- i.** death of an Insured Person;
- ii.** death of an Insured Person's Immediate Family Member occurring after the Trip is booked and within 31 days prior to the scheduled Trip departure date;
- iii.** accidental bodily injury or sudden and unexpected sickness of an Insured Person, which did not result from a Pre-Existing Condition and which prevents the Insured Person from starting the Trip. A Doctor must substantiate in writing that prior to the scheduled Trip departure date, he or she advised the Insured Person to cancel the Trip or that the sickness or accidental bodily injury made it impossible for the Insured Person to start the Trip;
- iv.** accidental bodily injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person's Immediate Family Member during the Trip;

- v. Hospitalization of an Insured Person's Immediate Family Member occurring after the Trip was booked and within 31 days prior to the Trip departure date;
- vi. Hospitalization or the death of an Insured Person's Legal Business Partner or Key Employee occurring after the Trip was booked; and
- vii. Hospitalization or the death of an Insured Person's host at destination occurring after the Trip was booked.

### **Non-Medical Covered Causes for Cancellation**

- i. an enforceable call of an Insured Person to jury duty or sudden and unexpected subpoena of an Insured Person to act as a witness in a court of law requiring the Insured Person's presence in court during the Trip;
- ii. a written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government after booking Your Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;
- iii. an employment transfer of the Insured Person by the employer with whom the Insured Person was employed on the date the Insured Person booked his or her Trip, which transfer requires the relocation of the Insured Person's principal residence within 30 days before the Insured Person's scheduled Trip departure date;
- iv. a delay causing an Insured Person to miss a connection for a Common Carrier resulting in the interruption of an Insured Person's travel arrangements, including the following:
  - delay of an Insured Person's Common Carrier resulting from the mechanical failure of that carrier;
  - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
  - weather conditions; or
  - unexpected or unforeseen earthquake or volcanic eruption.

The benefit under this Covered Cause for Cancellation is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination. Outright cancellation of Common Carrier travel is not considered a delay;

- v. a natural disaster that renders an Insured Person's principal residence uninhabitable;
- vi. an Insured Person's quarantine or hijacking; and
- vii. a call to service of an Insured Person by government with respect to reservists military, police or fire personnel.

As soon as a Covered Cause for Cancellation occurs, the Insured Person must cancel the Trip and You must notify the

Administrator at **1-866-305-0888** from within Canada and the United States, or **905-477-0702** locally or collect from other countries within 48 hours of the time the Covered Cause for Cancellation arose.

### **Trip Interruption/Delay Benefits: You will be reimbursed for:**

- i. the lesser of the additional charges paid by You for a change in ticketing or the cost of a one-way economy fare to return to point of departure, plus
- ii. the amount of the unused portion of any Eligible Expenses which are not refundable or reimbursable, excluding the cost of pre-paid, unused return transportation if, as a result of one of the following Covered Causes for Interruption/Delay occurring during the Trip, an Insured Person is prevented from continuing the Trip.

The amount payable is subject to a maximum limit of \$1,000 per Insured Person and \$5,000 per Trip for all Insured Persons on the same Trip. You must immediately advise the Administrator when a cause for interruption arises.

### **Covered Causes for Interruption/Delay mean the following:**

Medical Covered Causes for Interruption/Delay:

- i. death of an Insured Person, or an Insured Person's Immediate Family Member during the Trip;
- ii. accidental bodily injury or sudden and unexpected sickness of an Insured Person, which did not result from a Pre-Existing Condition and which, in the sole opinion of the Administrator, based on medical advice provided by the attending Doctor, requires immediate medical attention and prevents the Insured Person from returning from the Trip on the scheduled return date;
- iii. accidental bodily injury or a sudden and unexpected sickness requiring Hospitalization of an Insured Person's Immediate Family Member during the Trip, which was not known to the Insured Person prior to the Trip departure date;
- iv. Hospitalization or the death of an Insured Person's Legal Business Partner or Key Employee;
- v. Hospitalization or the death of an Insured Person's host at destination.

### **Non-Medical Covered Causes for Interruption/Delay:**

- i. written formal notice issued by the Department of Foreign Affairs and International Trade of the Canadian government during the Trip, advising Canadians not to travel to a country, region or city originally ticketed for the Trip for a period that includes an Insured Person's Trip;

- ii. a delay causing an Insured Person to miss a connection for a Common Carrier resulting in the interruption of an Insured Person's travel arrangements including the following:
  - a delay of an Insured Person's Common Carrier, resulting from the mechanical failure of that carrier;
  - a traffic accident or an emergency police-directed road closure (either must be substantiated by a police report);
  - weather conditions; or
  - unexpected or unforeseen earthquake or volcanic eruption.

The benefit under this Cause for Interruption/Delay is the Insured Person's one-way economy fare via the most cost-effective route to the Insured Person's next destination. Outright cancellation of a flight is not considered as a delay;

- iii. a natural disaster that renders an Insured Person's principal residence uninhabitable;
- iv. An Insured Person's quarantine or hijacking; and
- v. a call to service of an Insured Person by Government with respect to reservists, military, police or fire personnel.

As soon as a Cause for Interruption/Delay occurs, You must notify the Administrator at **1-866-305-0888** from within Canada and the U.S.A., or **905-477-0702** locally, or collect from other countries. The Administrator will assist You in making the necessary arrangements to return.

**Limitations and Exclusions:** Only one Travelling Companion is covered on each Trip. No benefits are payable in respect of any Trip Cancellation or Trip Interruption/Delay resulting directly or indirectly from:

- i. cancellation of a Trip for any reason other than a Covered Cause for Cancellation, as described herein;
- ii. interruption of a Trip for any reason other than a Covered Cause for Interruption/Delay, as described herein;
- iii. an Insured Person's Pre-Existing Condition;
- iv. pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- v. intentionally self-inflicted injury, suicide or attempted suicide;
- vi. illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- vii. participation in a criminal offence;
- viii. acts of terrorism, insurrection or war, whether declared or undeclared;
- ix. voluntary participation in a riot or civil commotion;
- x. mental or emotional disorder; or
- xi. participation in professional sports, speed contests, dangerous sports or events.

**Please note:** The Policy will only cover any excess cost over and above the travel rewards provided by any reward or frequent flyer plan. This plan does not cover the value of the loss of any rewards or frequent flyer plan points.

**How to Claim:** For Trip Cancellation and Trip Interruption/Delay benefits, You must call the Administrator at **1-866-305-0888** to obtain a claim form.

You will be required to submit a completed claim form and provide documentation to substantiate Your claim, including the following:

- Original tickets (including any unused coupons), original vouchers, original itinerary, invoices, and receipts.
- Your World Elite Mastercard voucher and statement of account and any other documentation necessary to confirm that the costs of Eligible Expenses were charged to Your Account.
- Proof satisfactory to the Administrator that the Trip Cancellation or Trip Interruption/Delay resulted from a Covered Cause for Cancellation or a Covered Cause for Interruption/Delay, as described herein.
- Name, address and phone number of the Insured Person's employer, if applicable.
- Name, address and policy numbers for all other insurance coverage You and/or the Insured Person may have, including health insurance and credit card coverage (whether group or individual).
- Signed authorization to obtain any further information the Administrator may require.

Claims submitted with incomplete or insufficient documentation may not be paid.

### **Flight Delay Insurance**

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the **FULL** cost of Ticket(s) to Your Account.

**Benefits:** The Insurer will reimburse You for all Insured Persons travelling on the same Trip if the confirmed scheduled flight departure from any airport is delayed by 4 hours or more, for necessary and reasonable expenses incurred with respect to hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items (such as a magazine, paperback book and other such small items) within 48 hours of the delay or denied boarding, to a maximum of \$250 per day, and a maximum of \$500 total (2 days) per Trip, provided that:

- i. no alternative transportation is made available to the Insured Person within 4 hours of the original scheduled departure time of the original flight;

- ii. delay of the flight was the result of strike by airline personnel, quarantine, civil commotion, hijack, natural disaster, inclement weather, mechanical breakdown or denied boarding due to overbooking; and
  - iii. You provide the required proof of loss to the Insurer, including plane Ticket(s), or the sales receipt for the Ticket(s), a written statement from the airline confirming and detailing the delay and itemized original receipts with respect to the necessary and reasonable expenses incurred for hotel accommodations, restaurant meals, refreshments, Essential Items and sundry items.

**Limitations and Exclusions:** Benefits are not payable for the delay of any flight caused by or resulting from:

- i. criminal or fraudulent acts of the Insured Person;
- ii. war, whether declared or undeclared, civil war, insurrection, rebellion or revolution; or
- iii. any warlike act by any government or military force.

**How to Claim:** In the event of a claim, contact the Administrator at 1-866-305-0888.

**Other Insurance:** This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to You in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### **Delayed Luggage Insurance**

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the FULL cost of Ticket(s) to Your Account.

**Benefits:** The Insurer will reimburse You if any Insured Person's accompanying Checked Luggage is not delivered within 4 hours of their arrival at the scheduled flight destination point, for immediate necessary and reasonable expenses incurred, with respect to emergency purchases of essential clothing and personal hygiene items to a maximum of \$250 per day and a maximum of \$500 total (2 days) per Trip provided that:

- i. such luggage was in the custody of a Common Carrier or Common Carrier personnel; and
- ii. such luggage was not delayed on the last leg of the return portion of the Trip.

**Limitations and Exclusions:** Delayed Luggage Insurance does not cover, provide service or pay claims resulting from:

- i. expenses incurred after Checked Luggage is returned to the Insured Person;
- ii. expenses incurred when Checked Luggage is delayed on the Insured Person's return to his or her province or territory of residence;
- iii. loss of items due to radiation, confiscation or quarantine by any customs or government authority, war (declared or undeclared) risks, or contraband or illegal transportation or trade; or
- iv. a delay caused by or resulting from an Insured Person's criminal act(s).

**How to Claim:** In the event of a claim, contact the Administrator at 1-866-305-0888.

**Other Insurance:** This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to the Insured Person in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### **Lost Luggage Insurance**

For this benefit, Insured Person means You, Your Spouse and Your Dependent Child(ren) while travelling with You. Benefits are in effect when You charge the FULL cost of Ticket(s) to Your Account.

**Benefits:** The Insurer will reimburse You up to a maximum of \$1,000 per Trip for all Insured Persons on the same Trip for direct physical loss of Checked Luggage, and personal property contained therein, when any Insured Person's accompanying Checked Luggage is irretrievably lost by a Common Carrier. Payment is based on the actual replacement cost of any lost or stolen article provided the article is actually replaced. Otherwise, payment is based on the actual cash value of the article at the time of loss.

**Limitations and Exclusions:** Lost Baggage insurance does not cover, provide service or pay claims resulting from:

- i. loss of items not stored in checked baggage or in custody of an airline or Common Carrier;
- ii. a loss caused by normal wear and tear, gradual deterioration, moths or vermin;
- iii. loss of animals, automobiles (including equipment and contents), trailers, motorcycles, bicycles, boats, motors, other conveyances or their accessories, souvenirs, fragile or collectible items, jewellery, gems, household effects and furnishings, contact lenses, non-prescription sunglasses, artificial teeth and prostheses, medical equipment and

appliances, money, securities, tickets, documents, any property pertaining to a business, profession or occupation; personal computers, software or cellular phones;

- iv. loss of items due to radiation, confiscation or quarantine by any customs or government authority, war (declared or undeclared) risks, or contraband or illegal transportation or trade;
- v. a loss incurred while the Insured Person is performing a negligent act(s) or criminal act(s); or
- vi. items specifically or otherwise insured.

**How to Claim:** In the event of a claim, contact the Administrator at 1-866-305-0888.

**Other Insurance:** This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to the Insured Person in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### **Hotel/Motel Burglary Insurance**

For this benefit, Insured Person means You, Your Spouse and any Immediate Family Member travelling with You. Benefits are in effect when You charge the FULL cost of the Hotel/Motel room to Your Account.

**Benefits:** The Hotel/Motel Burglary coverage protects the Insured Person, for the period of time between Check In and Check Out, from theft of most items of personal property from a Hotel/Motel room where there is evidence of forceful entry, ONLY within the territorial limits of Canada and the United States. Coverage is up to a maximum of \$1,000 per occurrence.

**Exclusions:** Hotel/Motel Burglary does not cover:

- i. cash;
- ii. travelers' cheques;
- iii. securities;
- iv. credit cards or any other negotiable instrument;
- v. tickets; and
- vi. documents.

**How to Claim:** In the event of a claim, contact the Administrator at 1-866-305-0888.

**Other Insurance:** This coverage is in excess of all other applicable valid insurance, indemnity, reimbursement or protection available to the Insured Person in respect of the claim. The Insurer will be liable only for the amount of loss or damage over the amount

covered under such other insurance, indemnity, reimbursement or protection and for the amount of any applicable deductible, only if all such other coverage has been claimed under and exhausted and subject to the terms, exclusions and limits of liability set out in this Certificate of Insurance. This coverage will not apply as contributing insurance, notwithstanding any provision in any other insurance, indemnity or protection policies or contracts.

### **Travel Emergency Medical Insurance**

Coverage is provided for the first 22 consecutive days of a Trip for Insured Persons under 65 years of age on the date of departure.

For this benefit, Insured Person means the Primary Cardholder, his or her Spouse and his or her Dependent Child(ren) while travelling with the Primary Cardholder and/or the Primary Cardholder's Spouse on a Trip. To be eligible for Travel Emergency Medical coverage, All Insured Persons must be residents of Canada, under 65 years of age on the departure date of a Trip, and insured by their provincial or territorial GHIP.

**Coverage Period:** Only the first 22 consecutive days of a Trip, as determined by the originally scheduled departure and return dates, will be covered. There is no coverage for that portion of a Trip which extends beyond the first 22 consecutive days. In the event of a claim, proof of scheduled Trip duration will be required.

Coverage begins at 12:01 a.m. on the date the Insured Person leaves his or her province or territory of residence in Canada on a Trip.

Coverage will terminate on the earliest of the following:

- i. the date the Insured Person returns to his or her province or territory of residence in Canada;
- ii. the date the Account is cancelled, closed or is no longer in Good Standing;
- iii. the date the Insured Person has been absent for more than 22 consecutive days (including the day of departure and day of return) from his or her province or territory of residence in Canada;
- iv. the date the Insured Person ceases to be eligible for coverage (for Dependent Children, see the Definitions section for age limits); or
- v. the date the Policy terminates.

No benefits will be paid under the Policy for losses incurred after coverage has terminated, unless otherwise specified or agreed.

**Automatic Extension of Coverage:** Coverage will be automatically extended beyond the 22-day limit for up to 3 days following the end of a Medical Emergency.

In addition, Travel Emergency Medical Insurance coverage will also be automatically extended beyond the 22-day limit for up to 3 days if an Insured Person's return to his or her province or territory of residence in Canada is delayed solely as the result of:

- i. the delayed departure of a Common Carrier on which he or she is booked; or

- ii. a delayed return as a result of an accident or the mechanical breakdown of an Insured Person's personal vehicle.

**Benefits:** In the event of a Medical Emergency, the Reasonable and Customary Charges for Emergency Medical Treatment will be paid by the Insurer, less any amount payable by or reimbursable under a GHIP, any group or individual health plans or insurance policies.

Benefits are limited to \$2,000,000 for each Insured Person, subject to the Limitations and Exclusions. The following expenses are eligible for reimbursement:

- i. **Hospital Accommodation, Medical Expenses and Doctor Charges** for Emergency Medical Treatment.
- ii. **Private Duty Nursing** when prescribed by a Doctor.
- iii. Diagnostic Services including laboratory tests and x-rays when prescribed by a Doctor. NOTE: Magnetic resonance imaging (MRI), computerized axial tomography (CAT scans), sonograms and ultrasound must be authorized in advance by the Administrator.
- iv. **Ambulance Service** to the nearest Hospital equipped to provide the required Emergency Medical Treatment.
- v. **Emergency Air Transport** to the nearest Hospital, or repatriation to a Hospital in the Insured Person's province or territory of residence in Canada (when approved and arranged by the Administrator) in the event the Insured Person's condition precludes the use of other means of transportation.
- vi. **Prescription Drug Reimbursement** excluding any drugs or medications which are commonly available without prescription, or which are not legally registered and approved in Canada or the United States.
- vii. **Accidental Dental Care** to a maximum of \$2,000 for treatment of natural or permanently installed teeth, necessitated by an accidental blow to the mouth.
- viii. **Medical Appliances** including slings, braces, splints, and local rental of crutches, walkers and wheelchairs.
- ix. **Return Airfare** to cover any additional cost incurred for a one-way economy fare (less any refunds due on original tickets) and, if required, the charge for transportation of a stretcher and attending medical personnel to return the Insured Person to his or her province or territory of residence in Canada if further medical treatment is warranted and when approved and arranged by the Administrator.
- x. **Transportation to Bedside** from Canada for one of: the Insured Person's Spouse, parent, child, brother or sister when the Insured Person is hospitalized and expected to remain so for 3 days or more. This benefit must be pre-approved by the Administrator. This benefit includes one round-trip economy airfare, food and accommodation expenses of \$100 per day to a maximum of \$1,500. This Travel Emergency Medical

insurance will be extended, at no charge, for the person required at bedside for the duration of the Medical Emergency.

**xii. Vehicle Return** cost to a maximum of \$1,000 to return an Insured Person's car to his or her province or territory of residence in Canada, or in the case of a rented vehicle, to the nearest appropriate rental location, when the Insured Person is unable to return the vehicle as a result of a Medical Emergency.

**xiii. Car Accident Assistance** when an Insured Person's vehicle is disabled as a result of an accident during the Trip. A maximum of \$200 per day will be paid toward the cost of accommodation, food, car rental, or commercial transportation for the time the vehicle is inoperable for a maximum of 3 days immediately following the date of the accident.

**xiv. Return of Deceased** when death results from a Medical Emergency, to a maximum of \$5,000 for the cost of preparation (including cremation) and transport of the Insured Person (excluding the cost of a burial coffin or urn) to his or her province or territory of residence in Canada.

**Limitations:** Failure to notify the Administrator immediately following a Medical Emergency, or as soon as possible under the circumstances, will limit the benefits payable under this Certificate of Insurance as follows:

- i. No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by the Administrator, except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening medical crisis.
- ii. Non-surgical eligible expenses for which benefits would otherwise have been provided will be limited to 80% of the total, to a maximum of \$30,000.

In consultation with the attending Doctor, the Administrator reserves the right to transfer the Insured Person to an appropriate network facility or to his or her province or territory of residence in Canada for Emergency Medical Treatment. Refusal to comply will absolve the Insurer of any liability for expenses incurred after the proposed transfer date.

Once a Medical Emergency ends, no further benefits are payable for that Medical Emergency or for any recurrence of the condition which caused the Medical Emergency.

**Exclusions:** There is no coverage under this Policy for any Insured Person who, on the departure date of a Trip, is 65 years of age or older.

Further, no benefits are payable for any expenses incurred directly or indirectly as a result of:

- a) any Pre-existing Condition as defined;
- b) any Medical Emergency or Emergency Medical Treatment that occurs other than during a Trip;

- c)** any elective or non-emergency surgery, treatment or medication, including ongoing care of a chronic condition;
- d)** any Medical Emergency that occurs during a Trip where the primary purpose was to work outside of Canada;
- e)** pregnancy, childbirth and/or related complications occurring within 9 weeks of the expected delivery date;
- f)** neo-natal care;
- g)** participation in a criminal offence;
- h)** intentionally self-inflicted injuries, suicide or attempted suicide;
- i)** illness or accidental injury sustained while under the influence of drugs, medication, alcohol or other intoxicants;
- j)** acts of terrorism, insurrection or war, whether declared or undeclared;
- k)** voluntary participation in a riot or civil commotion;
- l)** mental or emotional disorders;
- m)** treatments that are not prescribed by a Doctor; or
- n)** participation in professional sports, speed contests, dangerous sports or events including recreational scuba diving (unless the Insured Person holds a basic scuba designation from a certified school or licensing body).

**Medical Emergency Procedures:** When a Medical Emergency occurs, the Primary Cardholder must contact the Administrator without delay.

24-hour assistance is available by calling **1-866-305-0888** from within Canada and the United States, or **905-477-0702** locally or collect from other countries. If calling from somewhere in the world where a collect call is not possible, call direct and the Primary Cardholder will be reimbursed.

The Administrator will confirm coverage, provide directions to the network facility or the nearest appropriate medical facility, provide the necessary authorization of payment of eligible expenses and manage the Medical Emergency.

The Administrator will make every effort to pay or authorize payment of eligible expenses to Hospitals, Doctors, and other medical providers directly. If direct payment or payment authorization is not possible, an Insured Person may be required to make payments. In that event, the Insured Person will be reimbursed for eligible expenses on submission of a valid claim.

**Note:** Benefits may be excluded or reduced where the Administrator has not been contacted in advance of treatment, as noted above.

**How to Claim:** *If the Administrator is notified in advance of medical treatment* and the Administrator authorizes Hospital or other medical payments on an Insured Person's behalf, the Insured Person must sign an authorization form allowing the Administrator to recover payments from GHIP, other health plans or insurers and return it to the Administrator within 30 days.

If an advance has been made for ineligible expenses, You will be required to reimburse the Administrator.

*If the Administrator is not notified in advance of medical treatment* and eligible expenses are incurred for which payment has not been pre-authorized by the Administrator, they should be submitted to the Administrator with original receipts and payment statements. Benefits may be excluded or reduced where the Administrator has not been contacted in advance of treatment (see the Limitations section).

The Primary Cardholder will be required to submit a completed claim form and provide documentation to substantiate the claim, including the following:

- i. the cause and nature of the Medical Condition requiring treatment;
- ii. original, itemized medical invoices;
- iii. original prescription receipts;
- iv. Insured Person's date of birth (proof of age may be required);
- v. a photocopy of the Insured Person's GHIP (Health) card;
- vi. name, address and phone number of the Insured Person's employer, if applicable;
- vii. proof of the Insured Person's departure and/or return date (i.e. copy of tickets, receipts, prepaid accommodation invoice and gas receipts);
- viii. name, address and policy numbers for all other insurance coverage the Primary Cardholder and other Insured Persons may have, including group and individual insurance, credit card coverage and any other reimbursement plans; and
- ix. signed authorization to obtain any further required information.

Claims submitted with incomplete or insufficient documentation may not be paid.

## General Provisions and Statutory Conditions

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to the benefits described in this Certificate of Insurance:

**Notice and Proof of Claim:** Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the Administrator. You will then be sent a claim form.

Written notice of claim (on a claim form or other written notification) must be given to the Administrator within forty-five (45) days after the occurrence or commencement of any loss covered by the Policy or as soon thereafter as is reasonably possible, but in all events must be provided no later than ninety (90) days from the date of loss. Written notice given by or on behalf of the claimant or the beneficiary to the Administrator with information sufficient to identify You, shall be deemed notice of claim.

The completed claim forms together with written proof of loss must be delivered as soon as reasonably possible, but in all events within one (1) year from the date on which the loss occurred.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date a claim arises hereunder, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed. If the notice or proof is given or furnished after one (1) year, Your claim will not be paid.

**Proof of Loss:** The appropriate claim forms, together with written proof of loss, must be delivered as soon as reasonably possible, but in all events within one (1) year from the date that the loss occurred.

**Examination and Autopsy:** The Insurer at its own expense shall have the right and opportunity to examine the person of any Insured Person whose injury is the basis of a claim hereunder when and so often as it may be reasonably required during pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death, where it is not forbidden by law.

**Payment of Claims:** Benefits payable under the Policy will be paid upon receipt of full written proof, as determined by the Insurer.

The benefit for Loss of Life will be payable in accordance with the beneficiary provisions under the Common Carrier Accidental Death and Dismemberment benefits provisions of the Certificate. Any other accrued benefits unpaid at the Insured Person's death may, at the option of the Insurer, be paid either to such beneficiary or to the Cardholder in whose name the Account is maintained. All other benefits will be payable to the Cardholder.

If any benefit of this Certificate of Insurance shall be payable to the estate of the Insured Person or to an Insured Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Insurer may pay such benefit, to any relative by blood or by marriage of the Insured Person or beneficiary who is deemed by the Administrator to be equitably entitled thereto. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

**Termination of Insurance:** Coverage for Insured Persons ends on the earliest of:

- i. the date Your Account is cancelled, closed or ceases to be in Good Standing;
- ii. the date the Insured Person ceases to be eligible for coverage; and
- iii. the date the Policy terminates.

No losses incurred after the Policy termination date will be paid.

**Change of Beneficiary:** The right to change beneficiary is reserved to the Cardholder and subject to any provision or rule

of law governing the right to change the beneficiary. The consent of the beneficiary or beneficiaries will not be required. The Cardholder may change a beneficiary by filing a written beneficiary change with the Insurer but such change shall not be operative until recorded by the Insurer and will relate back to and take effect as of the date the request was signed, but without prejudice to the Insurer on account of any payment made before receipt of such beneficiary change. To change Your beneficiary designation, call the Administrator at **1-866-305-0888**.

**Subrogation:** Following payment of an Insured Person's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured Person against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured Person. The Insured Person shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Insured Person.

**Due Diligence:** The Insured Person shall use diligence and do all things reasonable to avoid or diminish any loss or damage under the Policy.

**Legal Action:** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act, or other applicable legislation in Your province or territory.

**False Claim:** If You make a claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.

### **End of Certificate of Insurance**

## **STATEMENT OF SERVICES**

Price Protection Service and Travel Assistance Services are services only, not insurance. These services are provided by American Bankers Insurance Company of Florida. Please refer to the Definitions section at the end of this document for the meaning of all capitalized terms.

### **Price Protection Service**

Price Protection Service is only available to the Cardholder. No other person or entity will have any right, remedy or claim, legal or equitable, to Price Protection payments.

Price Protection Service is in effect for 60 days from the date of purchase of most new items of personal property purchased in Canada and charged in **FULL** to Your Account.

If, within 60 days of the purchase of an eligible item, You find an identical item with the same brand, model number (if applicable) and attributes (benefits, features, functions and uses) offered for retail sale in Canada (in Canadian dollars) at a price lower than the price You paid, **You must call the Administrator at**

**1-866-305-0888.** The Administrator will decide on a case-by-case basis, at their discretion and subject to the Limitations and Exclusions below, to either:

- i. buy back the original eligible item from You at the original price, provided You, after receiving authorization, purchase the identical lower priced item, charged in full to Your Account; or
- ii. settle the service obligation by paying You the price difference between the original eligible item and the identical lower priced item.

The buyback or payment amount is based on the price of the item before applicable taxes, manufacturer's rebate, store rebates, and shipping and installation charges. Price Protection Service is subject to a minimum price difference of \$10 per item, and a maximum of \$100 per item, and in the case of payment to You for the difference in price, a maximum of \$500 per Account per calendar year. The Price Protection Service will apply to a maximum of 3 identical items during the 60-day period.

No item can be submitted for Price Protection payment more than once during the 60-day period.

**Limitations and Exclusions:** Price Protection Service is not available in respect of the following:

- i. traveller's cheques, cash (whether paper or coin), bullion, precious metals, tickets, documents, stamps, negotiable instruments or property of a similar nature;
- ii. animals, living plants or perishables such as food, liquor and/or goods consumed in use;
- iii. computers (including hardware, software, printers and scanners), cellular phones, personal digital assistants (PDA) or any similar electronic device;
- iv. automobiles, motorboats, airplanes, motorcycles, motorscooters, riding lawn mowers, golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children), or any of their respective parts, fuels or accessories;
- v. one-of-a-kind items;
- vi. used or previously owned or refurbished items, including antiques, collectibles and fine art;
- vii. items purchased and/or used by or for a business or for commercial gain; or
- viii. services related to items purchased including insurance, duty, delivery and transportation costs.

**Price Protection Service** does not apply if the retailer makes a price adjustment and/or refunds the difference between the original and lower price. Price comparisons with liquidated merchandise, grey market (Internet) items and gift card or savings card incentives issued by a retailer are not eligible for Price Protection Service.

Price comparisons with items offered for sale on a website outside of Canada or for which an international shipping fee must also be paid are not eligible for Price Protection Service.

You are only eligible for Price Protection Service if the Account is in Good Standing at the time of Your request.

**Gifts:** Eligible items that You give as gifts are covered. In the event a price difference is discovered, You, not the recipient of the gift, must make the request for Price Protection Service.

**How to Request Price Protection Service:** You must keep original receipts and other documents described herein to file a valid request.

You must notify the Administrator by telephoning **1-866-305-0888** as soon as you discover the advertised price difference. The Administrator will decide, as described under Services, whether to buy back the original eligible item or pay you the difference in price between the original eligible item and the identical lower-priced item.

The Administrator will send You the applicable request form. Your failure to provide the completed request form and proof supporting Your request under items (i) – (iii) below within 90 days from the date of purchase may result in nonpayment of the related request. You must complete and sign the request form and include the following:

- i. the customer copy of Your sales receipt and a copy of the Account statement showing the charge;
- ii. the original vendor's sales receipt;
- iii. a dated advertisement/flyer to prove that the identical item was offered in Canada at the reduced price within 60 days of the date of Your purchase; and
- iv. if the Administrator chooses to buy back the original eligible item, You must ship the original eligible item in accordance with the instructions provided to You by the Administrator.

This service may be discontinued or amended upon notice to the Cardholder.

## **Travel Assistance Services**

Any costs incurred for or in connection with such services will be charged to Your Account (subject to credit availability). If not chargeable, payment for such costs will be arranged (where reasonably possible) through Your family and friends.

These services are provided on a 24-hour, 7 day a week basis. To take advantage of any of the services described below, simply call 1-866-305-0888 from within Canada and the U.S.A., or from elsewhere in the world, collect at 905-477-0702. Assistance services may not be available in countries of political unrest and such countries as may from time to time be determined to be unsafe, or which may be inaccessible.

**Emergency Cash Transfer:** In the event of theft, loss or an emergency while travelling away from home, You can call to obtain emergency cash transfer (maximum of \$5,000).

**Lost Document and Ticket Replacement:** In the event of theft or loss of necessary travel documents or tickets when travelling, You can call for assistance with arrangements for their replacement.

**Pre-trip Information:** You can call and obtain information regarding passport and visa regulations, and vaccination and inoculation requirements for the country You are visiting.

**Legal Referrals and Payment Assistance:** If while travelling, You require legal assistance, You can call for referral to a local legal advisor and assistance with arrangements for the posting of bail and the payment of legal fees, to a maximum of \$5,000.

## **End of Statement of Services**

## **DEFINITIONS**

**Accident** means a sudden, unexpected and unforeseeable cause of injury from an external source.

**Accidental Bodily Injury** means bodily injury caused directly by an Accident occurring while the insurance evidenced by this Certificate of Insurance is in force, which results within three hundred and sixty-five (365) days after the date of the Accident, directly in any of the losses to which the insurance applies, and is sudden, unforeseen, unexpected and independent of any disease, bodily infirmity, bodily malfunction or any other cause.

**Account** means Your ATB Financial World Elite Mastercard account which is in Good Standing with the Policyholder.

**Administrator** means the Insurer and/or the service provider(s) arranged by the Insurer to provide claims payment and administrative services under the Policy.

**World Elite Mastercard** means an ATB Financial World Elite Mastercard issued by the Policyholder.

**Cardholder** means the Primary Cardholder and any supplemental Cardholder also resident in Canada who is issued a World Elite Mastercard by the Policyholder and whose name is embossed on the card. Cardholder may be referred to as "You" or "Your."

**Checked Luggage** means suitcases or other containers specifically designated for carrying personal belongings, for which a baggage claim check has been issued to the Insured Person by a Common Carrier.

**Common Carrier** means any land, air or water conveyance which is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

**Dependent Child(ren)** means Your unmarried natural, adopted or step-children who are dependent on You for maintenance and support and who are either under 21 years of age, or under 25

years of age and in full time attendance at a recognized institution of higher learning. Dependent Child(ren) also includes children under 21 years of age or over who are permanently mentally or physically challenged and incapable of self-support.

**Doctor** means a physician who is registered or licensed to practice medicine in the jurisdiction where the medical treatment or service is provided, and who is not related by blood or by marriage to the Insured Person to whom the service is rendered.

**Dollars** and “\$” means Canadian dollars.

**Eligible Expenses** mean charges for any of the following travel arrangements which have been booked or reserved prior to Trip departure:

- i. cost of transportation by a Common Carrier;
- ii. cost of hotel or similar accommodations; and
- iii. cost of a package tour which has been sold as a unit and includes at least two of the following:
  - transportation by a Common Carrier;
  - car rental;
  - hotel or similar accommodation;
  - meals;
  - tickets or passes for sporting events or other entertainment, exhibition or comparable event; or
  - lessons or the services of a guide.

**Emergency Medical Treatment** means treatment necessary for the immediate relief of a Medical Emergency.

**Essential Items** mean the minimum essential clothing and toiletries, the purchase of which is rendered absolutely necessary and indispensable due to the delay of Your Checked Luggage.

**GHIP** means the government health insurance plan of an Insured Person's province or territory of residence in Canada.

**Good Standing** means, with respect to an Account, that the Primary Cardholder has not advised the Policyholder in writing to close or for which the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

**Hospital** means an institution which is licensed to provide, on an inpatient basis, medical care and treatment of sick and injured persons through medical, diagnostic and major surgical facilities, under the supervision of a staff of Doctors and with 24-hour-a-day service. Hospital does not include any institution or part of an institution which is licensed or used principally as a clinic, a continued care or extended care facility, a convalescent home, a rest home, a nursing home or home for the aged, a health spa or a treatment centre for drug addiction or alcoholism.

**Hospitalization** means a stay of at least forty-eight (48) hours in a Hospital for Emergency Medical Treatment, which cannot be postponed.

**Immediate Family Member** means an Insured Person's Spouse, daughter or son (whether natural, adopted or step-child), grandchild, grandparents, mother, father, step-parent, sister, step-sister, brother, step-brother, parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law.

**Insured Person** means a Cardholder and, where specified, certain other eligible persons as outlined under the applicable benefit.

**Key Employee** means an employee whose continued presence at the Insured Person's place of business is critical to the ongoing affairs of the Insured Person's business during Your Trip.

**Legal Business Partner** means a person who participates with the Insured Person in the daily management of a shared business and who shares the financial risk of the operation.

**Loss** for the purposes of Common Carrier Accidental Death and Dismemberment and Car Rental Accidental Death and Dismemberment coverage means:

- i. with respect to life, Accidental Bodily Injury causing death;
- ii. with respect to sight, speech or hearing, Accidental Bodily Injury causing entire and irrecoverable loss of sight, speech or hearing;
- iii. with respect to a hand, Accidental Bodily Injury causing actual irreversible severance of the entire four fingers of the same hand, at or above the middle joints; and with respect to a foot, Accidental Bodily Injury causing actual irreversible severance of a foot, at or above the ankle joint.

**Medical Condition** means any illness, injury or symptom, whether diagnosed or not.

**Medical Emergency** means any unforeseen illness or Accidental Bodily Injury which occurs during a Trip and required immediate medical care or treatment from a Doctor. A Medical Emergency ends when the illness or Accidental Bodily Injury has been treated such that the Insured Person's condition has stabilized. Treatment provided, when medical evidence indicates that an Insured Person could delay treatment or return to Canada for such treatment, is not considered a Medical Emergency and is not covered.

**Mysterious Disappearance** means an article of personal property cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to reasonable inference that a theft occurred.

**Occupying** means in or upon or entering into or alighting from.

**Original Manufacturer's Warranty** means an express written warranty valid in Canada and issued by the original manufacturer of the personal property, excluding any extended warranty offered by the manufacturer or any third party.

**Primary Cardholder** means any natural person resident in Canada who is the applicant for, and is issued a World Elite Mastercard by the Policyholder.

**Pre-existing Condition** means any Medical Condition for which symptoms appeared or for which an Insured Person sought the attention of a Doctor, had investigated, diagnosed or treated, had treatment or further investigation recommended, or for which medication was prescribed or altered, in the 180 days prior to:

- a) the date the Trip was booked for Trip Cancellation and Trip Interruption/Delay; and
- b) the Trip departure date for Travel Emergency Medical Insurance.

For Travel Emergency Medical Insurance, a Pre-Existing Condition does not include a Medical Condition which is controlled by the consistent use of medications prescribed by a Doctor, provided that, during the 180-day period, before the Insured Person's departure, there has been no other treatment or investigation recommended and there has been no change in medication. A new medication or increase/decrease in dosage constitutes a change.

**Reasonable and Customary Charges** means charges which do not exceed the general level of charges made by other providers of similar standing in the locality or geographical area where the charges are incurred, when furnishing comparable treatment, services or supplies for a similar Medical Emergency.

**Rescheduling Expenses** means the additional charges associated with Eligible Expenses, including administrative and change fees, which result from rescheduling a Trip, prior to departure, and which have been charged to Your Account.

**Spouse** means Your legal husband or wife, or the person who You live with and have publicly represented as Your Spouse for at least one year.

**Ticket** means evidence of fare paid for travel on a Common Carrier, which has been charged to Your Account.

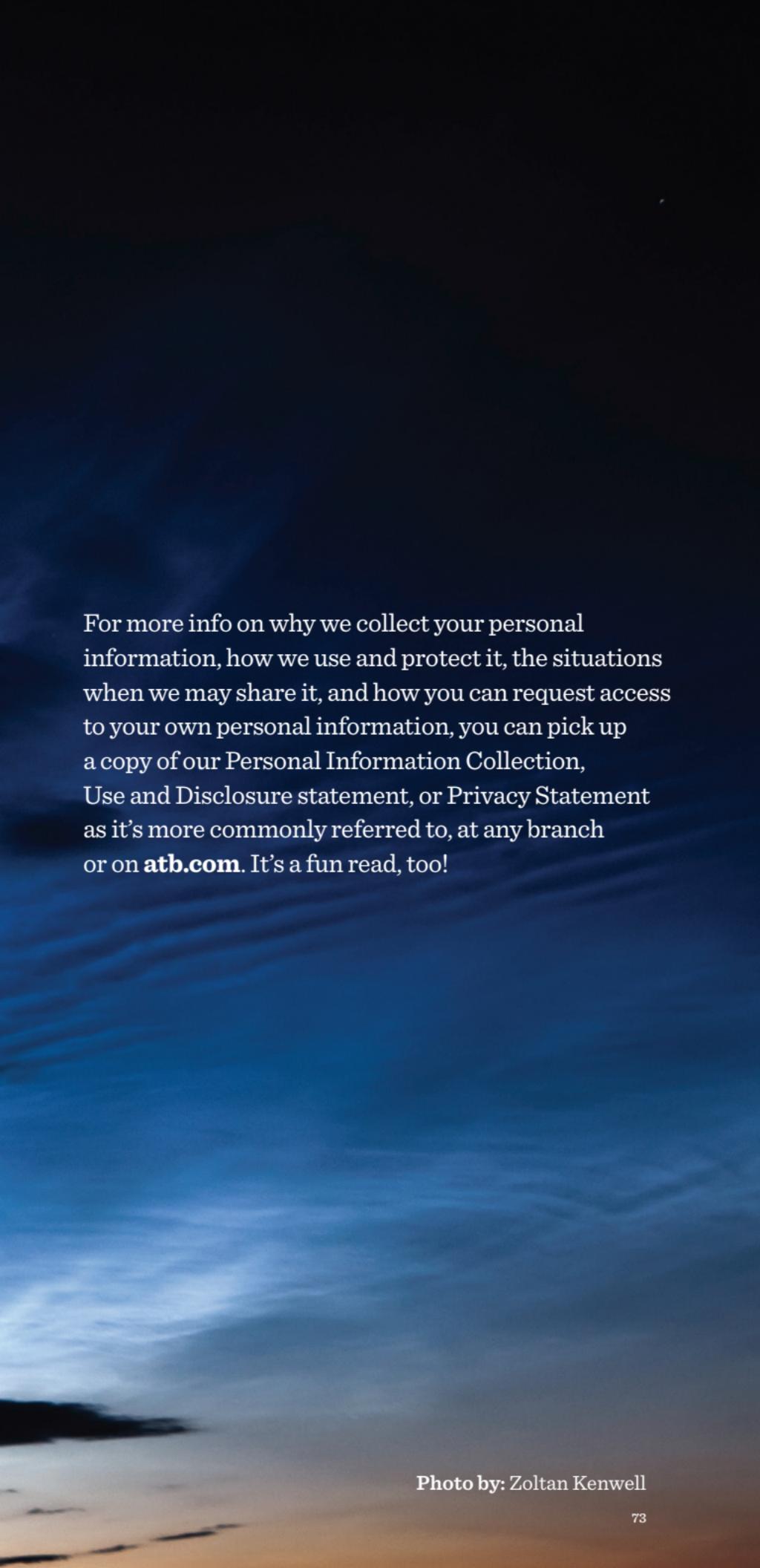
**Travelling Companion** means a person booked to travel with You and/or Your Spouse on a Trip and who has prepaid accommodations and/or transportation arrangements for the same Trip.

**Trip** means a scheduled period of time during which an Insured Person is away from his or her province or territory of residence.

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# Privacy Statement

Your privacy is our priority. We take it seriously. Very seriously. That's why we keep any and all personal information private and confidential. Any personal information we collect about you is subject to our Privacy Statement and Privacy Code, which is designed to protect your personal information under privacy laws, including Alberta's Personal Information Protection Act.

The background of the slide features a wide-angle photograph of a coastal scene at dusk or dawn. The sky is filled with deep blues and purples, with wispy white clouds. In the lower-left foreground, a sandy beach is visible, and the ocean waves are breaking towards the shore. The overall atmosphere is serene and slightly moody.

For more info on why we collect your personal information, how we use and protect it, the situations when we may share it, and how you can request access to your own personal information, you can pick up a copy of our Personal Information Collection, Use and Disclosure statement, or Privacy Statement as it's more commonly referred to, at any branch or on **atb.com**. It's a fun read, too!

Photo by: Zoltan Kenwell





**Photo by:** Zoltan Kenwell

**ATB**



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